



**US Army Corps  
of Engineers**

Marine Design Center

**SPECIFICATIONS**

**for**

**MISCELLANEOUS  
VESSEL MODIFICATIONS**

**FLOATING CRANE**  
***HENRY M. SHREVE***

**SOLICITATION # DACW61-02-R-0034**

DEPARTMENT OF THE ARMY  
Corps of Engineers  
Marine Design Center  
Philadelphia, PA

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## CAUTION TO BIDDERS/OFFERORS

All information required by the terms of the Solicitation must be furnished. MISTAKES OR OMISSIONS CAN BE COSTLY. Important items for you to check are included in, but not limited to, those items listed below. The checklist is furnished only to assist you in submitting a proper bid/offer. Check as you read.

- Are you registered in the Central Contractor Database? See DFARS Clause 52.204-7004, "REQUIRED CENTRAL CONTRACTOR REGISTRATION" in this solicitation.
- Have you acknowledged all amendments?
- Is your DUNS listed on the Standard Form 1449 – SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS?
- Is your bid/offer properly signed by an officer of your company in Block No. 30A of the Standard Form 1449 – SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS?
- If required, have you entered a unit price for each bid/offer item? (The solicitation will specifically state when this is necessary.) Did you provide subtotals after each?
- The Government may reject a bid/offer as non responsive if it is materially and mathematically unbalanced as to price for any bid/offer item or combination of items. A bid/offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.
- Are decimals in unit prices in the proper place? Are your figures legible?
- Are the extensions of your unit prices, and your total bid/offer price correct?
- Are all erasures or corrections initialed by the person signing the bid/offer?
- Have you restricted your bid/offer by altering the provisions of the solicitation?
- If you are a large business and your bid is greater than \$500,000.00 have you included your Sub-Contracting Plan in you bid package? **(NOTE: AWARD WILL NOT BE MADE WITHOUT AN APPROVED SUB-CONTRACTING PLAN. IN ORDER TO BE APPROVED YOUR PLAN MUST DESIGNATE 9.1% OF THE TOTAL SUB-CONTRACTING DOLLARS TO SMALL DISADVANTAGED BUSINESSES.)**

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER W25PHS-2088-6580	PAGE 1 OF	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		
7. FOR SOLICITATION INFORMATION CALL		a. NAME MICHELLE J BERTOLINE		b. TELEPHONE NUMBER (No Collect Calls) 215-656-6914		
9. ISSUED BY US ARMY ENGINEER DISTRICT, PHILADELPHIA CONTRACTING DIVISION WANAMAKER BLDG, 100 PENN SQ EAST PHILADELPHIA PA 19107-3390		CODE DACW61		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: %FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 3731 SIZE STANDARD: 1000		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13 a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		
13 b. RATING		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP				
15. DELIVER TO  SEE SCHEDULE		CODE		16. ADMINISTERED BY  SEE ITEM 9		
17 a. CONTRACTOR/ OFFEROR  TEL.		CODE FACILITY CODE		18 a. PAYMENT WILL BE MADE BY  CODE		
17 b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18 b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18 a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES <b>SEE SCHEDULE</b>			21. QUANTITY	22. UNIT	
25. ACCOUNTING AND APPROPRIATION DATA					23. UNIT PRICE	24. AMOUNT
27 a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					26. TOTAL AWARD AMOUNT	
27 b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED						
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.			29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30 a. SIGNATURE OF OFFEROR/CONTRACTOR			31 a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30 b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30 c. DATE SIGNED		31 b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31 c. DATE SIGNED
32 a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED			33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
32 b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE			32 c. DATE		35. AMOUNT VERIFIED CORRECT FOR	
36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			37. CHECK NUMBER			
41 a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41 b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			41 c. DATE		40. PAID BY	
42a. RECEIVED BY (Print)			42b. RECEIVED AT (Location)		42c. DATE REC'D (YY/MM/DD)	
42c. DATE REC'D (YY/MM/DD)			42d. TOTAL CONTAINERS			

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449 (10-95)  
Prescribed by GSA  
FAR (48 CFR) 53.212

Miscellaneous vessel modifications to the USACE floating crane, HENRY M. SHREVE in accordance with the attached plans and specifications:

<u>ITEM NUMBER</u>	<u>WBS &amp; ITEM DESCRIPTION</u>	<u>QTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
0001A	C101 - HVAC for Crane Electrical Cabinets	1	JOB	xxxxx	\$ _____
0001B	C102 - Workboat Storage	1	JOB	xxxxx	\$ _____
0001C	C103 - Crane Lighting	1	JOB	xxxxx	\$ _____
0001D	C104 - Deck Fittings	1	JOB	xxxxx	\$ _____
0001E	C105 - Hinged Cover Plates	1	JOB	xxxxx	\$ _____
0001F	C106 - Inclined Ladder	1	JOB	xxxxx	\$ _____
0001G	C107 - Limit Switches	1	JOB	xxxxx	\$ _____
0001H	C108 - Hydraulic System Controls	1	JOB	xxxxx	\$ _____
0001I	C109 - Bulwark Openings	1	JOB	xxxxx	\$ _____
0001J	C110 - Vibration Mounts	1	JOB	xxxxx	\$ _____
0001K	C111 - Crane Cab Walkway	1	JOB	xxxxx	\$ _____
0001L	C112 - Hull Coating System	1	JOB	xxxxx	\$ _____
0001M	C113 - Roller Path Guards	1	JOB	xxxxx	\$ _____
0001N	C114 - Equipment Guards	1	JOB	xxxxx	\$ _____
0001O	C590 - Technical Representative	1	JOB	xxxxx	\$ _____
0001P	C598 – Contractor Furnished Equipment	1	JOB	xxxxx	\$ _____
0001Q	C901 – MISCELLANEOUS REPAIR HOURS (See Section C901 for requirements)	1,000	HR	_____	\$ _____

0001	TOTAL (0001A through 0001Q, inclusive)	xxxx	xxxxxxx	xxxxx	\$ _____
0002	C599 – Crane Repairs	xxxx	xxxxxxx	xxxxx	\$ _____
	TOTAL FOR PROPOSAL EVALUATION (0001 & 0002)	xxxx	xxxxxxx	xxxxx	\$ _____

INSERT LOCATION OF THE SHIPYARD WHERE THE WORK WILL BE PERFORMED:

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NOTES TO OFFERORS

A Pre-Offer vessel inspection will be conducted aboard the vessel. Refer to Contract Clause H01.

The Government may reject an offer as non-responsive if it is materially and mathematically unbalanced as to price for any offered item or combination of offered items. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices, which are significantly overstated for other work.

Refer to contract Section M for EVALUATION FACTORS FOR AWARD criteria.

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**PART I - THE SCHEDULE - SECTION C  
DESCRIPTION/SPECIFICATION/WORK STATEMENT**

TABLE OF CONTENTS

**C001 GENERAL STATEMENT.....3**

**C002 PRINCIPAL CHARACTERISTICS.....3**

**C003 STANDARDS .....4**

**C004 CLASSING AND CERTIFICATION.....5**

**C005 VESSEL IDENTIFICATION .....5**

**C010 DEFINITIONS .....6**

**C025 CONTRACTOR QUALITY STANDARDS.....7**

**C040 SCOPE OF WORK.....18**

**C042 UTILITIES AND SERVICES .....19**

**C101 HVAC FOR CRANE ELCTRICAL CABINETS .....20**

**C102 WORKBOAT STORAGE.....20**

**C103 CRANE LIGHTING.....21**

**C104 DECK FITTINGS.....21**

**C105 HINGED COVER PLATES .....22**

**C106 INCLINED LADDER.....22**

**C107 LIMIT SWITCHES.....23**

**C108 HYDRAULIC SYSTEM CONTROLS .....23**

**C109 BULWARK OPENINGS.....24**

**C110 VIBRATION MOUNTS.....24**

**C111 CRANE CAB WALKWAY .....25**

**C112 HULL COATING SYSTEM.....25**

<b>C113</b>	<b>ROLLER PATH GUARDS.....</b>	<b>26</b>
<b>C114</b>	<b>EQUIPMENT GUARDS.....</b>	<b>26</b>
<b>C590</b>	<b>TECHNICAL REPRESENTATIVES.....</b>	<b>27</b>
<b>C598</b>	<b>CRANE REPAIRS.....</b>	<b>28</b>
<b>C599</b>	<b>CONTRACTOR FURNISHED EQUIPMENT.....</b>	<b>31</b>
<b>C901</b>	<b>MISCELLANEOUS REPAIRS (IF DIRECTED) .....</b>	<b>34</b>

**PART I - THE SCHEDULE - SECTION C**  
**DESCRIPTION/SPECIFICATION/WORK STATEMENT**

**C001 GENERAL STATEMENT**

The contractor shall furnish all engineering, design, labor, services, equipment, parts and materials and perform miscellaneous modifications and repairs to the *HENRY M. SHREVE* listed in this contract.

Drawings, equipment or materials to be furnished by the Government shall be specifically listed in the appropriate contract clause. Unless specifically listed, the contractor shall assume no drawings, equipment or materials will be furnished by the Government and shall propose accordingly.

**C002 PRINCIPAL CHARACTERISTICS**

*HENRY M. SHREVE* has the following principle dimensions:

Length	Beam	Depth	Draft	Air
Overall	Molded	Molded	Forward/Aft	Draft
300'-0"	100'	14'	5'-6"/6'-0"	52' from Waterline

### **C003 STANDARDS**

All design, engineering, modifications and repairs to the vessel shall be performed in accordance with the criteria set forth in the latest issues of the following standards or regulations:

U.S. Army Corps of Engineers, Publication No. EM 385-1-1, "Safety and Health Requirements Manual"

Code of Federal Regulations, Title 29, Part 1900, Occupational Safety and Health Administration.

Code of Federal Regulations, Title 29, Part 1900, Subpart 1915, Occupational Safety and Health Administration, "Shipyard Industry", OSHA Publication 2268.

American Bureau of Shipping (ABS): Guide for Shipbuilding and Repair Quality Standard for Hull Structures During Construction (July 1998).

Institute of Electrical and Electronic Engineers Standards, Publication No. IEEE-45 – "Recommended Practice for Electrical Installation on Shipboard"

Illuminating Engineering Society, "Recommended Practice for Marine Lighting"

National Electric Code (NEC).

U.S. Coast Guard Regulation 46 CFR Subchapter J: Electrical Engineering.

**C004 CLASSING AND CERTIFICATION**

The vessel was originally built and classed in accordance with ABS Rules for Steel Vessels.

The Government does not intend to pursue drawing reviews and inspection services from ABS in support of this scope of work.

**C005 VESSEL IDENTIFICATION**

The vessel to be acquired through this solicitation has been assigned the following name and Marine Design Center hull and project number:

MDC Hull Number	550
MDC Project Number	2570
Vessel Name/Number	HENRY M. SHREVE

## **C010 DEFINITIONS**

The following definitions are applicable to phrases and acronyms used throughout this contract.

**ARCO** - Authorized Representative of the Contracting Officer - a member of the contract management and quality assurance team authorized by the Contracting Officer to perform certain administrative and managerial duties. A copy of the ARCO's authority letter is furnished to the Contractor.

**Contracting Officer (C.O.)** - A person with the authority to enter into, administer and/or terminate contracts and make related determinations and findings.

**COR** - Contracting Officer's Representative - an older acronym, which has more recently been replaced by ARCO. Also see ARCO.

**USACE** - Acronym for United States Army Corps of Engineers.

**MDC** - Acronym for Marine Design Center.

**ABS** - Acronym for the American Bureau of Shipping.

**CHECKPOINT** - A stopping point, beyond which the contractor shall not proceed until the required inspection, test, measurement, etc., is completed.

**C025 CONTRACTOR QUALITY STANDARDS****A. GENERAL REQUIREMENTS FOR ACCESS**

After careful planning and subject to the approval of the COR, the Contractor may cut and/or remove plating or framing members from the vessel for access to machinery, piping, wiring and equipment. Wherever possible, the contractor shall identify and use previously made accesses. Under the same conditions, the Contractor may also remove piping, wiring, fixtures, fittings, etc., for access and clearance to perform required work.

At the completion of required work, all removals shall be restored. Replacement shall consist of returning the removed equipment, piping, wiring, structural members and plating to their original locations and reinstallation.

All accesses shall be submitted to the COR in writing, including a drawing with the approximate size and location of the accesses, on a Condition Report for review and approval.

The cost for all removals and reinstallations shall be included in the cost of the respective work item.

Where parts, components or equipment are damaged as a result of the removals, the contractor shall replace them in kind at no additional cost to the Government. Fit and finish shall be restored and damaged paint shall be renewed at no additional cost to the Government.

Installations shall be in accordance with the original as-built drawings or the referenced standards.

All removed equipment shall be tested as part of the Tests and Trials required Section-E.

Any removals for access shall be temporarily supported if lack of such support could cause failure or damage to adjacent systems, distortion of adjacent framing or plating, or result in a safety hazard.

The contractor shall maintain a hazard-free access in and out of any space at all times throughout the availability of the vessel.

Any temporary openings in the deck or any other area that may constitute a fall hazard shall be roped off. Horizontal openings, such as those on the deck, shall be protected with contractor-furnished temporary combing and safety netting around the entire perimeter of the deck opening when the opening is not in use.

**B. GENERAL REQUIREMENTS FOR HULL AND STRUCTURAL WORK**

All new hull plating and shapes shall be fabricated from ABS Structural Steel or ASTM A36, "Specification for Structural Steel".

Due regard shall be paid to details in both the design and construction of all new and/or modified structures, to prevent structural discontinuities and other stress concentrations.

Where openings must be provided in the structure to gain access internally, the contractor shall provide adequate compensation to maintain the original structural integrity while the opening is present.

Watertight and oiltight integrity of all bulkheads and decks shall be maintained at all times throughout the repair period.

Openings created by permanent removal or addition of piping, wiring or other materials shall be closed by means of watertight penetrations or insert plates of equal thickness flush-welded to the bulkheads.

All welds shall be ground flush and smooth.

Sections of stiffeners, beams, girders, etc., shall be welded to the bulkheads to maintain continuity of structure.

Openings cut into decks and bulkheads shall be adequately compensated in accordance with ABS requirements to maintain original strength, unless the opening is cut in such a manner that it can be rewelded to existing framing members.

Steel plating shall be installed using proper welding procedures and sequences to insure fair plating panels with minimum distortion. The use of filler materials to surface unfair areas is not acceptable. Plate fairness and fit-up shall be in accordance with the ABS Guide For Shipbuilding and Repair Quality Standard for Hull Structures During Construction, dated July 1998.

### C. GENERAL REQUIREMENTS FOR FOUNDATIONS AND SUPPORTS

Suitable foundations shall be provided under all new units of machinery. Foundations shall be built up of plates and structural shapes to the dimensions required for satisfactory support, and shall assure rigidity, freedom from vibration and designed for secure containment of the equipment in event of crash stops. Foundations shall be constructed to the machinery manufacturer's requirements, unless otherwise specified in the repair Clause.

Where dripping water or oil can be expected, the top plates of foundations shall project beyond the edges of the bedplates or bases of units being supported and formed into spill containment/drip pans. Flat bars welded around the edges of the top plates, or combing welded around the deck near the foundation, may be used to retain any leakage. Valved drains shall be provided at the ends or corners of the pans to facilitate fluid removal or recovery.

Foundations shall extend beyond the equipment fore and aft or transversely to distribute the load and to avoid excessive weight concentrations.

Doublers, insert plates, girders, headers and stanchions shall be fitted and under-deck framing shall be reinforced to support units mounted on deck.

### D. GENERAL REQUIREMENTS FOR ELECTRICAL SYSTEMS

All electrical installations as set forth elsewhere in these specifications shall be in compliance with the referenced rules, regulations and standards, especially with regard to ambient and working temperature requirements.

Electric cable shall be either commercial marine type cable or armored cable. All new cable installed on weather decks or where exposed to seawater spray shall be armored. Electric cable shall be capable of handling the required amperage.

Electrical installations shall be such so as to eliminate the possibility of mechanical injury or damage from the accumulation of dust, oil, vapors, steam, dripping liquids, etc.

Cable penetrations, where required to be watertight, shall have approved kick-plates, stuffing tubes, etc., and shall be filled with duct seal, or pitch where originally used.

#### E. GENERAL REQUIREMENTS FOR HOT WORK

Prior to commencing any hot work, the contractor shall take steps necessary to remove any flammable or combustible material from the affected area.

The contractor shall supply all personnel performing hot work operations with suitable breathing, clothing, vision and hearing protection to protect personnel from fumes, sparks, bright light, and noise resulting from hot work operations.

The contractor shall provide at least 1 fire watch for no more than 6 welders and/or burners/arc-gougers and have line of sight contact with these operations at all times. They shall be responsible for providing the appropriate A/B/C rated fire extinguishers in sufficient capacity to cope with a fire in their areas. They shall also be responsible for securing the area against latent fire hazards 1/2 hour after hot work operations have stopped. If work is being performed on a bulkhead, a fire watch shall be posted on both sides of the bulkhead, with the same latent fire hazard monitoring to apply on both sides of the bulkhead.

#### F. GENERAL REQUIREMENTS FOR WELDING

Only welders who have successfully passed the qualifications test of the ABS, the USN or the USCG for steel welding shall do all welding under this contract.

The contractor shall bear the expense of conducting these tests, and shall certify by name to the COR those welders who have successfully passed the prescribed tests. The contractor shall require any welder to repeat these tests when, in the opinion of the COR or his appointed representative, the work of the welder indicates a reasonable doubt of his efficiency. In such cases the welder shall be recertified as above.

The electrodes used throughout the work shall be suitable for use with the parent metal at each weld. Electrodes shall be received on the job in unbroken packages bearing the manufacturers' label or be otherwise marked.

Certified statements shall accompany each shipment of electrodes to the effect that sample pieces, representative of each kind and size in each shipment, have satisfactorily passed the tests required by the ABS, the USCG, and/or the USN for welding on the parent material. The COR shall be provided with documentation that certifies compatibility of electrode with parent material.

Welding procedures, where welding to a casting or a forging, shall be submitted to the COR for approval prior to welding. The procedure shall cover the type of weld process, welding electrode, pre-heat, welding sequence and stress relief required.

All welding shall be smooth, tight and free from undercuts, porosity, craters and gas inclusions.

Shell and deck butts and flush seams shall be back chipped or gouged to sound metal from the closing side before welding.

All sharp and/or rough edges shall be ground smooth and all weld splatter shall be removed.

All welds for temporary dogs used during modifications or to secure plate in place while welding shall be ground flush with the surrounding metal.

Assembly of all welded joints before welding shall be such as to secure proper gaps in butt welds and metal contact in fillet welds. Welding shall not be used to close openings larger than stipulated for each plate thickness by the ABS.

All watertight seal welds shall be of a "bead" type. No "weave" welding is permitted.

Welding procedures, as to direction, length, number, temperature and sequence, shall be carefully planned to minimize distortion and locked-in stresses.

Any welding to or of hull shell plating, watertight and/or oil-tight bulkheads shall be inspected by the ABS. This includes the removal of existing plate, examination of the remaining surrounding plate, examination of the fit-up, and examination of the final welding.

The contractor shall maintain a log of all welders who worked on the vessel throughout the repair period, their certification and the repair Clauses on which they worked. This log shall be made accessible to the COR at any time during normal business hours.

Testing of welds, where required, shall be addressed under the individual repair Clauses.

The contractor shall provide a certified statement from the manufacturer for each shipment of electrodes used. Documentation shall also be provided stating that the electrode is compatible with the parent/base metal.

## G. GENERAL REQUIREMENTS FOR WORKMANSHIP

All parts of the work intended to join or bear upon others shall be cut or trimmed to fit neatly.

All faying surfaces shall be clean and smooth before bolting up. Shims or liners shall not be used for the purpose of overcoming a bad fit.

Ends of outstanding flanges shall be cropped.

Lightening holes may be punched, sawn or sheared and all burrs and cutting slag shall be removed. Weld spatter shall be removed from all plating and stiffeners.

All mounting holes shall be drilled and reamed. Holes in members having sharp curvature shall be avoided whenever possible.

All frames and longitudinals shall have limber holes and/or snipes of adequate size to allow water to flow to the lowest point of each compartment and to allow air to escape.

All joints or areas of connection between dissimilar metals shall be properly insulated by gasket material.

All fastenings used for attaching dissimilar materials shall be made of AISI type 304 or type 316 series stainless steel.

All labor shall be specially skilled for each kind of work, thorough, first-class in every respect and under competent direction. All laborers shall have the required OSHA training associated with their activities, including, but not limited to, hearing protection, respiratory protection, vision protection, etc.

Where work of one trade joins, passes through or is on other work, there shall be no discrepancy or misfit when completed. In engaging one kind of work with another, marring or damaging of previously acceptable construction shall be cause for rejection.

## H. GENERAL REQUIREMENTS FOR INSPECTION & TESTING

The presence of the word "CHECKPOINT" in these specifications shall be interpreted by the contractor as a stopping point, beyond which the contractor shall not proceed until the required inspection, test, measurement, etc., is completed.

The contractor shall provide advance notice (no less than 6 hours) to the COR prior to the arrival at a CHECKPOINT. If the COR, after having received notification, is not present at the designated time and location for the inspection or test, the contractor shall proceed with the inspection or test. The results of the CHECKPOINT inspection or test shall be documented as required above.

The contractor shall not be relieved of responsibility for the proper performance of all work where a CHECKPOINT is specified.

The end of each specification Clause shall be regarded as a CHECKPOINT, whether stated or not.

Upon completion of the work listed in each specific repair Clause, the contractor shall provide, in Condition Report format, a list of all completed CHECKPOINTS.

## I. GENERAL REQUIREMENTS FOR PAINTING

Paint shall be delivered in sealed containers with labels to indicate manufacturer, contents, and any special instructions. Paints and painting materials shall be stored under cover and protected from extreme temperatures.

Paints which have exceeded the closed shelf life or pot life recommended by the manufacturer shall not be used. Additionally, paints shall not be applied in weather or humidity conditions not recommended by the manufacturer.

Surface preparation and paint application shall be in strict compliance with the coating manufacturer's recommendations. The Contractor shall take particular care to insure that coating system requirements are met in all areas, especially those difficult to coat, such as flange undersides.

The vessel's coating system is composed of the following coating types:

- self priming epoxy base coat similar to Ameron Amercoat 370
- flake reinforced abrasion resistant epoxy barrier coat similar to Ameron Amerlock 400GF
- fade resistant urethane top coat similar to Ameron Amercoat 450 HS

## H. COATING COLOR SCHEDULE

Colors shall conform to Federal Standard 595a(3) Colors Identification Numbers. Color chips (3" x 5") may be produced from the Naval Publications and Forms Center, 5801 Tabor Road, Philadelphia, PA 19120 (215-697-2000). The coloring schedule shall be as follows:

<u>AREA</u>	<u>COLOR/FS595 NUMBER</u>
Hull Exterior	Black/17038
Decks/Deckhouse Top	Deck Red/10076
All Interior	Pearl Grey/Ameron Gr-3
Deck Fittings	Yellow/13655
Hull Markings	White/27880
Ladders	Black/17038
Railings	Black/17038
House/Tub Exterior	Old Ivory/17855

On all exterior deck areas, both under coat (barrier coat for hull and base coat for decks other than hull) and top coat shall be colored Deck Red.

All top coat thicknesses shall be sufficient to provide complete opaque color coverage. Thicknesses increased over the DFT minimums required above shall be provided if required for opaque color coverage.

Any items of equipment shall be painted with the individual manufacturer's standard colors. Painted surfaces damaged in handling and installing the equipment shall be repainted.

#### I. FINAL INSPECTION OF PAINTING

The Contractor is responsible for redelivering the vessel with all work affected painted surfaces in sound condition, and in accordance with this specification.

All areas contaminated with grease, oil, lubricants or other foreign matter shall be cleaned with solvent. After removal of contaminants clean the affected areas in accordance with the paint system manufacturers recommendations.

Unless otherwise specified, all high pressure water blasting shall be performed in accordance with WJ-3 surface finish requirements of Steel Structures Painting Council Specification No. SSPC-SP-12 to remove all rust, old paint, mill scale, rubber, and remaining oil, grease, dirt and foreign matter. No more than flash rust, slight shadows, streaks or discoloration shall remain. Any surface preparation required in this package shall be to this Specification unless stated otherwise and shall meet the paint manufacturer's requirements.

Any new plate to be installed that comes with a "preconstruction" primer from the plate manufacturer or supplier shall be prepared to a WJ-4 surface finish requirement in accordance with Steel Structures Painting Council Specification No. SSPC-SP-12.

Colors specified shall conform to the color spots shown on Federal Standard No. 595, COLORS. All coatings shall be in accordance with all current EPA regulations and guidelines and must receive prior approval by the COR. The Contractor shall provide material safety data sheets for each paint used.

The components of all paints shall be ground and mixed to produce a viscous, smooth, homogeneous, lump-free mixture. All paint, when applied, shall provide a satisfactory film and a smooth, even surface with a dry film thickness in accordance with the paint manufacturer's requirements.

Before purchasing or applying paint, the contractor shall submit to the KO the name of the manufacturer together with supporting evidence that such paint conforms to the specifications.

All paints used in the performance of this work shall be within the manufacturer's specified closed container and "pot" shelf life. All paints/coatings shall be from the same manufacturer.

All coatings shall be delivered to the worksite in sealed containers. Each container shall show: name of manufacturer, name of paint, formula of paint, batch number, and date of manufacture (not coded).

The paint system shall be applied in strict accordance with the manufacturer's guidelines and recommendations, including time between coats, proper application equipment, thinning and disposal of excess paint and thinner and cleaning of equipment.

All over spray of any new paint onto existing finished surfaces shall be removed and all surface repaired to original condition.

#### J. GENERAL REQUIREMENTS FOR CONFINED SPACES

Prior to any work commencing in any compartment that has been labeled as a Confined Space or meets the criteria for such a space, the compartment shall be pumped dry, cleaned, gas-freed and tested in accordance with 29 CFR 1915 and EM-385-1-1 and other applicable standards.

The COR shall be furnished a certificate stating that each compartment gas-freed by the contractor has been initially tested by a NFPA-certified Marine Chemist and that the space is safe for hot work and/or entry. A competent person may perform follow-up daily monitoring tests, providing conditions have not degraded. In such cases, an NFPA-certified Marine Chemist shall perform the retest.

The contractor shall provide proper ventilation of spaces in which work is required or men are required to enter. Ventilation shall be of the negative type, i.e. exhausting from the space to the outside atmosphere. Disposal of material accumulated during gas-freeing work shall be the responsibility of the contractor and shall be in accordance with all federal, state and local laws.

The cost of cleaning, gas-freeing, certifying and monitoring any space to make it safe for hot work and/or entry shall be included in the Clause where it is required, unless stated otherwise.

All spaces shall be checked by the contractor immediately prior to any USACE personnel entering the space for inspection purposes, and posted accordingly.

## K. GENERAL REQUIREMENTS FOR SAFETY

The contractor shall comply with the requirements of EM 385-1-1, "U.S. Army Corps of Engineers Safety and Health Requirements Manual" and 29 CFR 1915, "Shipyard Industry" throughout the contract period.

A representative of the KO will make a safety inspection of the shipyard facilities as part of the Pre-Construction Conference. At such time, the contractor's Safety program shall be reviewed with the safety requirements.

The contractor shall have a qualified safety technician make daily routine safety inspections with the COR, or his designated representative, with regard to safe work practices during the course of the repair period. The contractor shall promptly address any deficiencies noted during these inspections or any other unsafe conditions brought to their attention by the KO's designated safety representatives. To avoid any conflict of interest, the safety technician shall not be an employee who reports directly to the project superintendent, i.e. that person who is directly responsible for the performance of the overhaul.

The contractor shall furnish supports of suitable size, strength and construction to ensure that all hoses, electric cables, water lines, etc. remain clear of the deck and permit the use of the deck by personnel. In area where hoses, cables and lines must run along the deck, the contractor shall provide, install and maintain sloped guards that cover the entire walking surface to prevent slips and falls.

The contractor shall maintain a lockout/tag out log of all systems secured to perform specified work. It is essential that work leaders and tradesmen maintain the information in the log current and accurate. When systems need to be secured or activated, the Engineer on watch shall be notified

Immediately upon entry of the vessel the COR will conduct a initial safety conference and walkthrough to familiarize the contractor with the vessel, highlight potential safety hazards in regards to the repair scope, and address crew concerns.

**C040 SCOPE OF WORK****A. GENERAL**

The contractor shall furnish all engineering, design, labor, services, equipment, parts and materials and perform miscellaneous modifications and repairs to the *HENRY M. SHREVE* listed in these specifications.

**B. CONTRACTOR'S RESPONSIBILITY**

The builder shall be required to perform design and engineering and other technical details necessary to support his administration, operation, and production practices

The Contractor assumes complete responsibility for the completion of the work items in this contract. Should the Contractor determine at any time that he is unable to fulfill these responsibilities, he shall notify the COR immediately of the problem experienced and his proposed manner of correction.

**C. REFERENCE DRAWINGS**

The solicitation includes the following drawings for information purposes.

<u>Drawings No.</u>	<u>Title</u>	<u>Format</u>
550-D205-01	Outboard Profile	.CAL roster
550-C215-01	General Arrangement	.CAL roster

**C042 UTILITIES AND SERVICES****A. General**

The Contractor shall furnish temporary shipboard services and utilities for the entire length of time that the vessel remains in the Contractor's possession. Utilities and services shall be provided to the extent necessary for maintaining the vessel's condition and performing the work required by this Contract, except as specified below. The Contractor shall be responsible for any movement of the vessel while in the Contractor's possession.

To support the work to be done, the Contractor shall provide temporary electrical and lighting services, trash and rubbish removal, and other services as specified in subsequent Specification sections.

**B. Electrical and Lighting**

The shore power requirements for the vessel are 480 volt, 3 phase, 3 wire AC. Voltage shall be maintained, within the supplying utilities standard voltage tolerance between all phases at all times. The electric service shall be protected by a multi-pole circuit breaker with over-current and low voltage protection.

**C. Gangway(s)**

A minimum of two gangways and safety nets shall be provided for safe access to and from the vessel throughout the shipyard period.

**H. Other Services**

The Contractor shall provide all labor, equipment, and services to perform the modifications specified herein, and attend to the vessel while in the possession of the Contractor. Equipment shall include items for surface preparation and preservation; welding, cutting, and heating; scaffolds, ladders, and other working surfaces; illumination and utilities; gear and equipment for rigging and materials handling; tools and related equipment; personal protective equipment; and other equipment as required. Services shall include tending mooring lines, maintaining the vessel's berth and position on blocks, cleaners, tugs, and other services as required.

Estimate ninety days (90) of pier side service.

**C101 HVAC FOR CRANE ELECTRICAL CABINETS**

The intent of this item is to improve the function and reliability of the crane's electrical system by treating the ambient conditions in the electrical panels. The contractor shall provide and install stand-alone HVAC units for electrical cabinets to serve this purpose.

The contractor shall be required to provide all labor, material, and services required to complete this scope of work. The units shall be similar to Kooltronic Inc., Model KA4CNP47R-Y. The units shall have the following characteristics.

Model	Refrigerant	BTU/H Rating	<u>Max./Min.</u> °F	*** Volts	*** Hz	Running Amps
KA4C4NP47R	R134a	4000	125/50	115/100	60/50	16.5

A total of six (6) units are required. The electrical cabinets shall be modified to permit the installation of the units. Electrical power for the units shall be made available from within each cabinet. The contractor shall adapt to the existing electric system and install a 120VAC outlet as the power source. Drain lines through the cabinets and the flooring shall also be the responsibility of the contractor.

**CHECKPOINT:**

Upon installation, demonstrate the complete and full operation of the units to the satisfaction of the Contracting Officer's Representative.

All removals or areas damaged or marred during the installation shall be restored per the original.

**C102 WORKBOAT STORAGE**

The intent of this item is to provide an adequate means of safely storing a GFE workboat aboard the vessel.

The contractor shall provide and install a boat trailer designed for the SeaArk model 2072 work skiff. Provide permanent tie-down capability on the bow of the vessel to secure the trailer on the vessel. Location shall be per the direction of the Contracting Officer's Representative.

All paint and other areas damaged or marred during the installation shall be restored per the original.

**C103 CRANE LIGHTING**

The intent of this item is to enhance the current lighting capabilities on the crane boom. In addition, an aircraft warning light shall be installed on the boom tip. The contractor shall provide all labor, material, and services required to complete this scope of work.

Provide and install four (4) 1500 watt quartz floodlights similar to Granger Item No. 4PK94. The lights are to be spaced on the upper 2/3 of the crane boom. The lights are to be installed on a swivel bracket so that regardless of the boom angle the lights shall shine straight down. The contractor shall remove the one existing floodlight and return it to the Government. The existing electrical circuit and on/off switch shall be retained for this new service. Provide new wiring and junction boxes as required to facilitate new installation. Existing wiring is adequate for continued use.

Provide and install a standard commercial aircraft warning light beacon to the boom. The beacon shall be installed at the highest elevation of the boom. A new electrical circuit along with an on/off switch in the crane cab shall be provided. Power shall be obtained from the boom lighting circuit.

Demonstrate operation of the lights and the ability to swivel at various boom angles.

All removals or areas damaged or marred during the installation shall be restored per the original.

**C104 DECK FITTINGS**

The intent of this item is to provide enhanced line handling capabilities with additional deck fittings on the vessel. The contractor shall provide all labor, material, and services required to complete this scope of work.

Provide and install the following additional deck fittings:

Sixteen (16) 48" kevels similar to Nabrico Model DF-484

Sixteen (16) 10" button chocks similar to Nabrico Model DF-185

Doubler plates with radius corners under each kevel (including plug welds as/per ABS rules).  
Doubler plates shall be a minimum size of 36"x 20"x 1/2".

Doubler plates with radius corners under each button chock (including plug welds as/per ABS rules).  
Doubler plates shall be a minimum size of 21"x 1/2".

The Contracting Officer's Representative will determine the actual locations for the additions.

The new location shall result in the relocation of eight (8) 24" round manholes. These manholes shall be relocated on the deck per the direction of the Contracting Officer's Representative. Subsequently, the vertical ladders at these locations shall be extended accordingly and relocated with the manholes. In addition six (6) tank vents shall be relocated on the deck per the direction of the Contracting Officer's Representative.

The ballast tanks shall be emptied using the ballast system of the vessel. The contractor shall obtain a "Safe For Hot Work Certificate" prior to performing any hotwork.

Existing penetrations shall be restored as new. Headers may be required to facilitate the installation in the new locations.

#### CHECKPOINT:

Test for tightness all area affected by this work in accordance with ABS rules.

All removals or areas damaged or marred during the installation shall be restored per the original.

#### **C105 HINGED COVER PLATES**

The intent of this item is to provide hinged cover plates over the openings between the side shell and the gate storage well sides (port and starboard). The contractor shall provide all labor, material, and services required to complete this scope of work.

The cover plates are to be made of light gauge steel and configured so that they can be raised by one person.. The hardware shall include stainless steel hinges installed to fold flat against the gate well sides. When closed the cover plate should be adequately supported. When the covers are closed there should be no openings where trash can fall through into the inter-bottom.

All removals or areas damaged or marred during the installation shall be restored per the original.

#### **C106 INCLINED LADDER**

The intent of this item is to provide an additional means of access to the gate stowage frames from the main deck of the vessel. The contractor shall provide all labor, material, and services required to complete this scope of work.

Fabricate and install an inclined ladder from the deck to the 10' level of the gate storage rack. The ladder shall be located on the aft side of the starboard gate stowage frame. The ladder should be 32" to 36" wide and have handrails on each side. The general construction should be similar to the existing ladders on the forward end of the gate storage rack.

All removals or areas damaged or marred during the installation shall be restored per the original.

**C107 LIMIT SWITCHES**

The intent of this item is to limit the vertical travel of the center movable gate stowage frame. This fixture is raised and lowered into position using four independently controlled electric winches. Currently, the mechanism could be lifted to a point high enough whereby the frame becomes disengaged from its guides. The potential for this condition is unacceptable. The installation of separate limit switches on the four winches shall provide a means of protection against accidental disengagement. The contractor shall provide all labor, material, and services required to complete this scope of work.

**CHECKPOINT:**

Perform a function test of the winches to prove the proper operation of the limit switches. All testing shall be to the satisfaction of the Contracting Officer's Representative.

All removals or areas damaged or marred during the installation shall be restored per the original.

**C108 HYDRAULIC SYSTEM CONTROLS**

The intent of this item is to provide a secondary means of starting/ stopping the vessel's hydraulic system. Currently, the HPU can be started / stopped locally or at a central station located on the main deck near the crane tub. There are no means for an individual while positioned on the gate stowage frames to stop the HPU's. This change shall address and correct this situation. The installation of additional start / stop controls located on the control stand on the 10' level of the gate stowage frames would allow for immediate response to an oil spill or system failure. The contractor shall provide all labor, material, and services required to complete this scope of work.

**CHECKPOINT:**

Perform a function test of the controls to prove the proper operation of the controls. All testing shall be to the satisfaction of the Contracting Officer's Representative.

All removals or areas damaged or marred during the installation shall be restored per the original.

### **C109 BULWARK OPENINGS**

The intent of this item is to provide greater accessibility during line handling operations. Greater clearances are required in the bulwark in way of the deck fittings at Frames 19 & 23, port & starboard. The existing openings are too small and need to be enlarged. The contractor shall provide all labor, material, and services required to complete this scope of work.

Enlarge the existing openings (total of 4) to an approximate size of 2' high by 6 feet long. Radius corners shall be maintained. All burs and rough edges shall be ground smooth.

All removals or areas damaged or marred during the installation shall be restored per the original.

### **C110 VIBRATION MOUNTS**

The intent of this item is to develop and provide an improved mounting scheme to abate vibration from the diesel generator in the crane machinery house.

Special consideration shall be necessary to work around existing limitations in the overhead clearance.

The contractor shall retain the services of a noise/vibration abatement specialist such as Noise Control Engineering (NCE) to perform a study and produce a written report with recommendations to alleviate vibration being transmitted through the foundation structure. The point of contact at NCE is Mr. Mike Bahtiarian. He can be reached at 978-670-5339.

Implementation of the recommendations shall be addressed under the CHANGES clause and shall not be priced as part of this item.

Retain the services of NCE to perform a post installation survey.

All removals or areas damaged or marred during the installation shall be restored per the original.

**C111 CRANE CAB WALKWAY**

The intent of this item is to extend the existing crane cab walkway along the front of the crane cab. The contractor shall provide all labor, material, and services required to complete this scope of work.

Extend the existing walkway from around the side to the front of the crane cab. The walkway shall be wide enough to allow an individual to clean and maintain the front window of the cab while compensating for the forward cant of the window. Provide additional handrails per original handrails. Walkway grating shall be serrated and shall be oriented to provide maximum visibility through the grating.

All removals or areas damaged or marred during the installation shall be restored per the original.

**C112 HULL COATING SYSTEM**

The intent of this item is to renew the coating system on the side shell of the vessel's hull. The existing coatings have faded and discolored over time. In addition, there are several areas on the hull where the existing system has been disturbed or worn away because of normal barge handling and fleeting. The contractor shall provide all labor, material, and services required to complete this scope of work.

The vessel shall be ballasted to its lightest level deck condition, approximately 5' draft. The area to be renewed shall extend from the waterline up the deck edge and shall include all appurtenances such as towknees and rub rails.

The contract shall pressure wash the hull using a high-pressure device. The hull shall be of all dirt, grime, debris etc. Where necessary the contractor shall mechanically clean any location the original paint system has been destroyed and rust is present. The rubber pads on the towknees shall be masked off to prevent over-spray.

After cleaning, the contractor shall coat the hull from the waterline to the deck edge with a flake reinforced abrasion resistant epoxy barrier coat. The coating shall be similar to Ameron Amerlock 400GF. All surfaces shall be over coated with a barrier coat of 8 mils DFT minimum (not including existing coats).

Within the recoating time as defined by the paint manufacturer, the contractor shall apply a fade resistant urethane top coat, similar to Ameron Amercoat 450 HS.

All hull markings, draft numbers etc shall be overcoated with a white fade resistant urethane top coat

**C113 ROLLER PATH GUARDS**

The intent of this item is to provide personnel protection in the area of the crane rollers. The contractor shall install removable steel guards over the rollers in way of the upper landing on the fixed ladders, one port and one starboard. The area in question is approximately 8' across. The guards shall be fabricated from expanded metal to allow visual inspection of the rollers as well as any access to grease fittings. The contractor shall provide all labor, material, and services required to complete this scope of work. Any hardware shall be stainless steel. Guards shall be removable.

The guards and all removals or areas damaged or marred during the installation shall be restored per the original.

**C114 EQUIPMENT GUARDS**

The intent of this item is to provide personnel protection in the area of the center frame hoisting gear. The contractor shall install removable steel guards around the winch and wires in four locations, two port and two starboard. These locations are one the 30' level of the gate storage frame. The guards shall be designed so that they can be easily removed for inspection and replacement of the wire rope. The contractor shall provide all labor, material, and services required to complete this scope of work. Any hardware shall be stainless steel.

The guards and all removals or areas damaged or marred during the installation shall be restored per the original.

## **C590 TECHNICAL REPRESENTATIVES**

The contractor shall provide the services of the following technical representatives during this repair availability to assist in the planning, execution, surveillance and inspection of the work described herein. All costs associated with retaining the services of these representatives shall be bourn by the contractor.

**A. LEBUS INTERNATIONAL INC.**

The contractor shall provide the services of a technical representative from LEBUS for all work associated with the procurement, fabrication, removal of existing crane drum lagging shells, and the installation of new shells, and testing.

The point of contact for Lebus International is:

Mr. Jim Mohler  
LeBus International, Inc.  
PO Box 2352  
Longview, TX 75606  
(903) 758-5521

**B. KINETIC SYSTEMS & CONTROLS, INC.**

The contractor shall provide the services of a technical representative from KINETIC for all work associated with the procurement, fabrication, removal of existing crane components, installation of new crane components, crane start-up, and testing.

The point of contact for Kinetic Systems & Controls, Inc is:

Mr. Hank Moorehouse  
Kinetic Systems & Controls, Inc  
93 Main Street  
Ogdensburg, NJ 07439  
(973) 209-1885

Estimate a total of thirty (30) days on-site for each representative. Deviations in the total required time on-site site will be coordinated and approved by the Contracting Officer.

**C598 CRANE REPAIRS**

**INTENT:** The contractor shall provide all labor, material, and services required to perform various repairs and the replacement in kind of machinery components on the crane, which is an Ederer Model-52. Currently, the crane is fully functional and operable. The work described in this item shall improve the crane's overall performance and extend the service life of the machinery.

**METHODOLOGY:** This limited repair availability shall have 2 distinct phases. Work shall be performed in accordance with the phase sequencing diagram in Contract Clause H02.

**REMOVALS:** Various removals and provisions for access shall be necessary to facilitate this work. The process of disassembly and removal of equipment shall be at the discretion of the contractor. For estimating purposes, the heaviest components associated with this work are the boom hoist and main hoist assemblies. Both assemblies weigh approximately 27 tons.

**CONTRACTOR FURNISHED EQUIPMENT:** The contractor shall assume the responsibility to provide all equipment, material, and services required to complete the work described in this specification.

Specific crane machinery components have been identified herein for replacement in kind. These components have been identified typically in this item for proposal preparation purposes. However, the contractor shall note that the actual performance requirements for the critical components have been identified in Contract Clause C599 EQUIPMENT SPECIFICATIONS.

**MAIN HOIST:**

This scope of work includes the replacement of the existing bull gear, pinion, and lagging on the main hoist drum. The contractor shall formulate and execute a plan to remove the existing main hoist drum from the vessel. The contractor shall make all removals necessary and provide access in the housetop to facilitate removal of the components. Removals shall include but are not limited to the main hoist wire rope, machinery housings, wire ways, light fixtures, house structure, etc. The Government intends to retain and reinstall the existing main hoist wire. Approximately, 6,000 feet of 1.5 diameter wire rope is installed. The contractor shall ensure the wire rope is properly spooled on temporary devices to prevent any damage. It should be noted that the existing house structure is inadequate for attaching padeyes for rigging purposes.

The main hoist drum shall be removed from the vessel and sent to a machine shop facility. The existing lagging shall be removed from the drum and new contractor furnished lagging installed. All work shall under the direct supervision of a representative from Lebus International as required by Clause C590 TECHNICAL REPRESENTATIVES.

The existing bull gear shall be removed from the drum and replaced with the new contractor furnished bull gear. All work associated with the new gears shall be under the direct supervision of a representative of Kinetic System and Controls as required by Contract Clause C590 TECHNICAL REPRESENTATIVES.

The drum shall be returned to the vessel and reinstall as per original. The new contractor furnished pinion gear shall be installed at this time. The new gearing shall be aligned, the fit on the shafting checked along with the gear backlash and wear pattern. All work shall be under the direct supervision of a representative of Kinetic System and Controls.

Return all removals as per original. All removals or areas damaged or marred during the installation shall be restored as original.

#### BOOM HOIST:

This scope of work includes the replacement of the existing bull gear, pinion, and lagging on the boom hoist drum. It should be noted that the boom hoist is a dual drum configuration. Both drums are affected by this change. The contractor shall be required to make all removals necessary. Removals shall include but are not limited to the boom hoist wire rope, machinery housings, wireways, light fixtures, house structure, etc. The Government intends to retain and reinstall the existing boom hoist wire. Approximately, 4000 feet of 1.385" diameter wire rope is installed. The contractor shall ensure the wire rope is properly spooled on temporary devices to prevent any damage. It should be noted that the existing house structure is inadequate for attaching padeyes for rigging purposes.

The boom hoist drum shall be removed from the vessel and sent to a machine shop facility. The existing lagging shall be removed from the drums and new contractor furnished lagging installed. All work shall under the direct supervision of a representative from Lebus International as required by Clause C590 TECHNICAL REPRESENTATIVES.

The existing bull gear shall be removed from the drum and replaced with the new contractor furnished bull gear. All work associated with the new gears shall be under the direct supervision of a representative of Kinetic System and Controls as required by Contract Clause C590 TECHNICAL REPRESENTATIVES.

LUBRICANTS: Provide all lubricants required for gears, and any other impacted machinery.

CRANE START UP: Subsequent to the work performed above, all removals or areas damaged or marred during the installation shall be restored per the original. Wire rope shall be installed as the original and in accordance with the reaving diagram for the vessel. The original poured wire rope socket for the main hoist shall be reused. Specific measures shall be taken by the contractor to ensure the initial wrap of boom hoist wire rope is install tightly to prevent crushing from subsequent wraps.

CHECKPOINT:

TESTING:

The contractor shall conduct an operation test of the crane to the satisfaction of the Contracting Officer's Representative.

The contractor's responsibility shall be limited to the machinery, components and areas of the crane affected by this work, including the impact these areas may have on the overall operability of the crane.

The operational test of the crane shall include the following tests:

- Raise and lower the boom from the seated position to the maximum boom angle. Perform two (2) iterations of this maneuver.
- At 55' radius, demonstrate the spooling capability of the main hoist drum by raising and lowering the main hoist block from the 2-block position to the deck. Perform two (2) iterations of this maneuver.
- Load test the crane at its fully revolving rating of 350 tons at 110' radius. The contactor shall utilize the GFE test tank barge and its associated rigging for test weights. Perform two (2) iterations of this maneuver.
- Load test the crane at its over-the-stern (non-rotating) rating of 550 tons at 55' radius. The contactor shall utilize the GFE test tank barge and its associated rigging for test weights. Perform two (2) iterations of this maneuver

## **C599 CONTRACTOR FURNISHED EQUIPMENT**

INTENT: The intent of this item is to identify specific long lead critical crane components. For the purposes of proposal preparation and evaluation, the contractor shall identify all costs associated with the procurement of the specific items listed below for this specific line item in the Section B BID SCHEDULE. Costs shall include all planning, engineering, and labor associated with the procurement of these items.

The costs associated with the installation of the items as well as technical representative fees shall be included in the individual work items (C590 & C598). Additionally, any material, equipment, incidentals, and consumables not specifically mentioned in this item are the sole responsibility of the contractor. Such costs shall be included in the individual work items (C590 & C598) for the purposes of proposal preparation and evaluation.

### **A SPECIFICATIONS FOR GEAR SETS**

#### GENERAL

- All gear material to be through harden using 4141 forged steel with a 269-321BHN hardness (normally .95% chromium and .20% molybdenum content).
- All pinion material to be through hardened using 4340 forged steel with 341-388 BHN hardness. (Normally 1.80% nickel, .80% chromium, .25% molybdenum)
- All forged blanks are to be material certified prior to cutting the gear teeth. There is not to be rewelding on gear and pinion blanks where the teeth shall be. Welding is permissible only on non-effected areas in case of to blowholes but only with the engineer's approval before cutting gear teeth.
- The ID bore of all gears shall be ¼" diameter under sized on the ID and shall be machined when old gears are removed from their drums. This is to make sure that the drums are true and have not lost their shape. The keyway cut into the gear has to allow for this depth.
- A suggested source for these components is Kinetic Systems & Controls, Inc, who assisted the Government in determining the manufacturing details and requirements.

#### MAIN HOIST 1-Set

- 50.500 Center distance
- Gear -4140 forged steel spur gear, 82 teeth, 8" Face, 20PA, 1"DP, 61"ID, 82"PD, 84"OD, 1" x ½" Keyway
- Pinion-4340 forged steel spur pinion, 19 teeth, 8.5"Face, 20PA, 1"DP, 19"PD, 21"OD, SOS 32" LOA
- 400HP at 1150 RPM thru 2000 RPM
- Gearbox ratio 20.790:1
- Pinion rotates 55.315 RPM
- Gear Rotates 12.817 RPM with a torque of 1,966,445 in/lbs

**BOOM HOIST 1-Set**

- 40.400" Center distance
- Gear- 4140 Forge steel spur gear, 84 teeth, 1.25DP, 20PA, 14"Face, 50ID, 67.20PD, 68.80OD, 1" x ½" keyway
- Pinion- 4340 Forge steel spur pinion, 17 teeth, 1.25DP, 20PA, 14.5" Face, 13.60PD, 15.20OD, SOS 43" LOA
- 250 HP at 1150RPM thru 2000 RPM
- Gearbox ratio 31.496:1
- Pinion rotates 36.513 RPM
- Gear rotates 7.41RPM, at 2,125,506 in./lbs.

**TWO WIRE (AUX DRIVE) 1-Set**

- 24.666 Center Distance
- Gear-4140 Forge steel spur gear, 52 teeth, 1.5DP, 20PA, 5.00" Face, 20"ID, 34.66PD, 36OD, 1" x ½" Keyway.
- Pinion-4340 Forged steel spur pinion, 22 teeth, 1.5PD, 20PA, 5.500" Face, 14.66PD, 16.00OD, SOS 43" LOA.
- 300HP at 1150 RPM
- Gearbox ratio 16.970:1
- Pinion rotates 67.766 RPM
- Gear rotates 28.57RPM at 659,225 in/lbs

**B SPECIFICATIONS FOR DRUM LAGGING**

Drum lagging shall be obtained from a domestic manufacturer such as LeBus International. The point of contact at LeBus is Mr. Jim Mohler (903) 758-5521.

**MAIN HOIST DRUM**

- Drum size: 61" diameter x 83.160" wide
- Rope size: 1.250" diameter (nomial)
- Groove Direction: RH
- Pitch diameter: 63-385"
- Grooving Type: Counterbalance or "LeBus" type for multi-layer
- Pitch: 1.299" (4% oversize)
- Spooling Range: 1.299" (max) to 1.260" (min)
- Material: A-36
- Weld-on or Bolt-on type: Weld-on

BOOM HOIST DRUMS (Quantity 2)

- Drum size: 23.500" diameter x 23.250" wide
- Rope size: 1.385" diameter (nominal)
- Groove Direction: 1 RH & 1 LH
- Pitch diameter: 27.500"
- Grooving Type: Counterbalance or "LeBus" type for multi-layer
- Spacer Plate: 0.385" thick x 24.500" I.D. x 49.500 O.D. (A-36 Material)
- Pitch: 1.430" (4% oversize)
- Spooling Range: 1.430" (max) to 1.387" (min)
- Material: A-36
- Weld-on or Bolt-on type: Weld-on

**C901 MISCELLANEOUS REPAIRS (IF DIRECTED)**

A. This item is intended to provide the services of journeymen level mechanics, shipfitters, and welders to perform work to the vessel's equipment for the entire duration of the repair period. Work items shall be described in writing on a Government 2-Way Memo Form and shall be based on a joint survey with the contractor. Only the COR is authorized to issue 2-way memos. Work items shall be priced and agreed upon prior to the initiation of any work. See Section H - Special Contract Requirements, Paragraph H-14, entitled "Change Proposals", for requirements of 2-Way Memo submission. The contractor, in connection with any proposal he makes, or the Government requests for a change shall furnish a total, lump sum price together with a price breakdown itemized as required. Unless otherwise directed, the breakdown shall set forth separately the following:

(a) MATERIALS: Quantity computations and materials pricing (support by invoices or price quotes or define as estimated).

(b) LABOR: Provide manhours by trade as agreed upon by the Contracting Officer's Representative.

(c) EQUIPMENT: Define equipment to be employed and hours used, both effective and noneffective. If equipment is part of an overall markup or labor costs, define as such. Provide rates used for equipment listed separately.

(d) SUBCONTRACT COSTS: Contractor shall submit vouchers of the subcontractor's costs unless waived by the Contracting Officer's Representative.

(e) MISCELLANEOUS: Any portions of the proposal for estimated costs for changes not covered in (a) to (e) above, shall be defined and set forth separately.

ESTIMATE ON 1,000 LABOR HOURS. PRICE PER HOUR.

For completion of 1,000 hours based on a STRAIGHT-TIME rate, shall require adequate staffing and/or double shifts during the entire period. The HOURLY RATE proposed for this item shall include overhead, general and administration costs, and any additional costs or premium time incurred for second and third shifts, weekends, holidays and all travel costs, including insurance, travel to and from shop and work site in excess of one mile and night-differential. A single hourly rate shall be paid for each 24 hour day.

The Contractor shall have available at the yard where the work is performed, an ESTIMATOR (or other authorized person) to survey any work that may be found necessary. The estimator shall be made available the same day that the additional work is found (including weekends) and shall submit an estimate of the cost for the within 24 hours.

PART I - THE SCHEDULE - SECTION F  
DELIVERY OR PERFORMANCE

INDEX

F01	PERFORMANCE.....	2
F02	PLACE OF DELIVERY.....	4
F03	GOVERNMENT DELAY OF WORK (APR 1984).....	5

**PART I - THE SCHEDULE - SECTION F  
DELIVERIES OR PERFORMANCE**

F01 PERFORMANCE

TIME OF DELIVERY

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

ITEM NUMBER	WITHIN DAYS AFTER DATE OF NOTICE TO PROCEED
0001	45 calendar days
0002	45 calendar days

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an earlier delivery schedule, than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

#### OFFEROR'S PROPOSED DELIVERY SCHEDULE

ITEM NUMBER	WITHIN DAYS AFTER DATE OF NOTICE TO PROCEED
0001	45 calendar days
0002	45 calendar days

F02 PLACE OF DELIVERY

The Contractor shall deliver the vessel afloat and ready for service at the following location:

U.S. Army Corps of Engineers  
Louisville Repair Station  
Mile 606 Ohio River

F03 GOVERNMENT DELAY OF WORK (APR 1984)

(a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(b) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved, and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

(End of clause)  
(FAR 52.242-17)

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**PART I - THE SCHEDULE**  
**SECTION G**  
**CONTRACT ADMINISTRATION DATA**

G01	ACCOUNTING AND APPROPRIATION DATA . . . . .	2
G02	CONTRACT MANAGEMENT . . . . .	2
G03	PAYMENT OFFICE . . . . .	2
G04	CONTRACT ADMINISTRATION . . . . .	2

PART I - THE SCHEDULE - SECTION G  
CONTRACT ADMINISTRATION DATA

G01 ACCOUNTING AND APPROPRIATION DATA

WORK ORDER ITEM: 2L9GFC, LHB963

G02 CONTRACT MANAGEMENT

Marine Design Center  
U.S. Army Corps of Engineers  
Wanamaker Building  
100 Penn Square East  
Room 630 South  
Philadelphia, Pennsylvania 19107-3391

G03 PAYMENT OFFICE

U.S. Army Corps of Engineers Finance Center  
5720 Integrity Drive  
Millington, TN 38054-5005

G04 CONTRACT ADMINISTRATION

Commander and District Engineer  
U.S. Army Corps of Engineers District, Philadelphia  
ATTN: CENAP-CT-C  
Wanamaker Building  
100 Penn Square East  
Room 643  
Philadelphia, Pennsylvania 19107-3390

PART I - THE SCHEDULE - SECTION H  
SPECIAL CONTRACT REQUIREMENTS

INDEX

H01	PRE-PROPOSAL VESSEL INSPECTION.....	2
H02	CONTRACT ORGANIZATION.....	4
H03	GOVERNMENT PROPERTY .....	7
H04	PROGRESS PAYMENT BASED ON PERCENTAGE OR STAGE OF COMPLETION .....	8

PART I - THE SCHEDULE - SECTION H  
SPECIAL CONTRACT REQUIREMENTS

H01 PRE-PROPOSAL VESSEL INSPECTION

a. General

A pre-proposal inspection will be held to allow all prospective Offerors to inspect the vessel. The inspection will assist the Contractors with assessing the scope of the job. In addition, it will allow Contractors to gauge the general condition of the vessel. While attendance at this inspection is not mandatory, it is strongly recommended that prospective Offerors inspect the vessel.

b. Specific

(1) Location, Date, and Point of Contact.

The pre-proposal inspection will be held on May 7, 2002, in the vicinity of Louisville, KY. Representatives of prospective Offerors wishing to attend should contact Mr. Steven McNamara at (215) 656-6850 for the specifics of the exact location and the on-site point of contact. Subsequent pre-proposal inspections shall be made available upon request.

(2) Pre-Inspection Questions.

Prior to the pre-proposal inspection Contractors may discover items in the plans and specifications, which they believe require technical clarification or interpretation. Questions of this nature should be submitted in writing to the Contracting Officer for response. Questions that are submitted far enough in advance of the inspection to allow evaluation will be answered at the post-inspection meeting. In all cases, a copy of both questions and answers will be forwarded to all prospective Offerors after Government analysis.

(3) Pre-Proposal Inspection.

During the pre-proposal inspection, Contractors will be allowed unencumbered access throughout the entire vessel. Representatives of the Government will be available to discuss the scope of the work and make any technical clarifications or interpretations requested.

(4) Post-Inspection Meeting.

After the inspection, a meeting will be held with all participants to allow for the presentation of any newly discovered questions. This meeting is not for the purpose of educating Contractors that have not carefully reviewed the plans and specifications and have come unprepared. Questions will not be answered at that time, but will be acknowledged and recorded. The Government will prepare answers to all questions and forward a copy of both the questions and answers to all prospective Offerors.

## H02 CONTRACT ORGANIZATION

The contract for this vessel is divided into two basic phases. The first phase, Phase 1, has been established as "Restricted Vessel Availability". The second and final phase, Phase II, is an "Unrestricted Vessel Availability".

### A. RESTRICTED VESSEL AVAILABILITY

Phase 1, RESTRICTED VESSEL AVAILABILITY, consists of Contract Line Item Numbers (CLIN) 0001 and commences only after receipt by the Contractor of a Notice To Proceed with CLIN 0001.

During the "RESTRICTED VESSEL AVAILABILITY", the Government reserves the right to declare an emergency need for the vessel. If mandated, the Contractor will be required to return the vessel to the Government with full crane operating capabilities. The Government has identified 48 hours as the required response time. Therefore, the contractor shall plan, implement, and execute the work so as to not limit the Government's ability to return the vessel to operation for emergency service.

The implementation and/or completion of the individual items included in CLIN 0001 may be deferred until Phase 2. Scheduling of this work shall be at the discretion of the Contractor. The only exception is CLIN 0001P – WBS C599 – Contractor Furnished Equipment. The contractor shall be required to implement this item (C599) and secure an order for the equipment no later than seven (7) calendar days after receipt of the NTP for Phase 1.

### B UNRESTRICTED VESSEL AVAILABILITY

Phase 2, UNRESTRICTED VESSEL AVAILABILITY, consists of CLIN's 0001 & 0002 and commences only after receipt by the Contractor of a Notice To Proceed with Line Item 0002. The actual issuance date of the NTP for CLIN 0002 shall be coordinated between the Contractor and the Contracting Officer. Any items not finished during Phase 1 shall be completed during Phase 2. The attached phase sequencing graphic generally depicts that Phase 2 will begin following the receipt of the Contractor Furnished Material (WBS C599).

The planning, implementation, and execution of work shall be at the discretion of the Contractor. It is understood that the vessel, specifically, the crane will be taken out of service for the entire period of performance for Phase 2.

C PHASE SEQUENCING

It is intended that the two phases for the vessel will be performed sequentially.

In order for the contractor to plan the work and for the Government to properly apply Liquidated Damages and Termination Clauses, a graphic identifying the sequence milestones and the performance period allotted to each milestone has been developed and is shown on a following page.

The graphic shows the two basic contract phases. Note that the total time allowed for each phase of the contract matches the "REQUIRED DELIVERY SCHEDULE" in Clause F-1.

The milestones and periods of performance identified in the graphic are contract requirements.

Receipt by Contractor of NTP Phase I (RESTRICTED AVAILANILITY)

Phase I RESTRICTED AVAILABILITY 45 Calendar Days	7 Calendar Days	Receipt of the vessel at the contractor's facility  Contractor secures orders for Contractor Furnished Equipment
		Initial Return of the Vessel to the Government
Delivery Time for Contractor Furnished Equipment 85 Calendar Days		Receipt of Contractor Furnished Material
Phase II RESTRICTED AVAILABILITY 45 Calendar Days		Receipt by Contractor of NTP Phase II (UNRESTRICTED AVAILANILITY)  Return of the vessel to the Government
Final Acceptance		

CONTRACT PHASE SEQUENCING

H03 GOVERNMENT PROPERTY

All Government-Furnished equipment and equipment for which the Government has made payment or partial payment shall be considered Government Property.

The Contractor shall accept all risk for Government property in his possession.

The Contractor shall maintain an inventory of all Government Property, update and submit the inventory monthly.

The Contractor shall mark all Government property with the following information:

CELRL – HENRY M. SHREVE  
U.S. Army Corps of Engineers  
Contract DACW61-02-

Markings shall be in 3-inch letters in paint of a contrasting color. The markings shall be placed on at least 3 sides of each piece of Government Property.

All Government Property shall be stored in enclosed, weather tight secure, warehouse buildings. Security shall consist of restricted access, locked and fenced storage. Warehouse buildings shall be heated above freezing and ventilated to prevent condensation or sweating.

H04 PROGRESS PAYMENT BASED ON PERCENTAGE OR STAGE OF COMPLETION

The Government shall pay the Contractor the contract price as provided in this contract.

The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets standards of quality established under the contract, as accepted by the Contracting Officer. If requested by the Contracting Officer, the Contractor shall furnish a breakdown of the total contract price showing the amount included therein for each principal category of work, in such detail as requested, to provide a basis for determining progress payments. In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and the Contractor at locations other than the site may also be taken into consideration if---

Consideration is specifically authorized by this contract; and

The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

If the Contracting Officer finds that satisfactory progress was achieved during any period for which progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of fifteen percent (15%) of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all remaining withheld funds.

All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be considered as---

Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including co-insurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provision preceding shall not apply to that portion of progress payments attributed to bond premiums.

The Government shall pay the amount due the Contractor under this contract after---

- Completion and acceptance of all work; and
- Presentation of a properly executed voucher.

Notwithstanding any other provision of this contract, progress payments shall not exceed eighty percent (80%) on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract as defined in FAR Subpart 2.1., including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes Clause, or funding and other administrative changes.

SOLICITATION NO. DACW61-02-R-0034

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## CONTRACT CLAUSES

52.212-1	Instructions to Offerors--Commercial Items	OCT 2000
52.212-2	Evaluation - Commercial Items	JAN 1999
52.212-3 Alt I & III	Offeror Representations and Certifications--Commercial Items (Feb 2002) Alternate I (Feb 2002) & Alternate III (Oct 2000)	APR 1999
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2002
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items	DEC 2001



## CONTRACT CLAUSES

### 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2000)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3;

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General

Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC 20407 ((202) 619-8925).

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

(End of provision)

#### 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

**See Section L and M of this Request for Proposal .**

Technical and past performance, when combined, are See Section L and M of this Request for Proposal.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (FEB 2002)  
ALTERNATE I (FEB 2002) & ALTERNATE III (OCT 2000)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process of penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service--disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

TIN:-----

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other-----

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, ( ) is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

---

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it ( ) is, ( ) is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

50 or fewer  \$1 million or less

51 - 100  \$1,000,001 - \$2 million

101 - 250  \$2,000,001 - \$3.5 million

251 - 500  \$3,500,001 - \$5 million

501 - 750  \$5,000,001 - \$10 million

751 - 1,000  \$10,000,001 - \$17 million

Over 1,000  Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It (  ) is, (  ) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It (  ) has, (  ) has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.)

(10) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) (The offeror shall check the category in which its ownership falls):

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_ Individual/concern, other than one of the preceding.

(11) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that—

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It ( ) has, ( ) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It ( ) has, ( ) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No.:-----  
Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

NAFTA Country or Israeli End Products

Line Item No.:-----  
Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----  
Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate I (Feb 2000). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian End Products

Line Item No.:-----

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate II (Feb 2000). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled ``Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ( ) Are, ( ) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ( ) Have, ( ) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ( ) Are, ( ) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). (The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).)

(1) Listed end products.

Listed End Product

-----  
-----

Listed Countries of Origin

-----  
-----

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

( ) (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

( ) (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (FEB 2002)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting for the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB prompt payment regulations at 5 CFR part 1315. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating

to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(End of clause)

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (DEC 2001)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

(4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

(ii) Alternate I to 52.219-5.

(iii) Alternate II to 52.219-5.

(5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

(6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

(7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

(8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I of 52.219-23.

(9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(12) 52.222-26, Equal Opportunity (E.O. 11246).

(13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).

(14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

(15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).

(16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).

(17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

(ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

(18) 52.225-1, Buy American Act--Balance of Payments Program--Supplies (41 U.S.C. 10a-10d).

(19)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

(ii) Alternate I of 52.225-3.

(iii) Alternate II of 52.225-3.

(20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

(22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

(23) 52.225-16, Sanctioned European Union Country Services (E.O.12849).

(24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

(25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

(26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

(27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

(28) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate.)

\_\_\_\_ (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et. seq.).

\_\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et. seq.).

\_\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C.206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996)., and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)



PART II -LIST OF DOCS, EXHIBITS AND ATTACHMENTS  
SECTION J

LIST OF ATTACHMENTS

J01	PERFORMANCE EVALUATION FOR SERVICE & SUPPLY CONTRACTS .....	2
J02	MASTERSHIP AGREEMENT .....	8
J03	REFERENCE DRAWINGS .....	26

PART II  
LIST OF DOCS, EXHIBITS AND ATTACHMENTS  
SECTION J

J01 PERFORMANCE EVALUATION FOR SERVICE & SUPPLY CONTRACTS

In accordance with Federal Acquisition Regulation 42.15 and Engineer Regulation 715-1-19 dated July 5, 1996, this contract action is subject to the requirement for Contractor performance evaluation in the elements listed on the attached form.

At a minimum, the performance evaluation shall be completed within 45 days of completion of each year's performance. Additional (interim) evaluations may be prepared if any element listed is being performed unsatisfactorily.

The period of evaluation will begin on the date of acknowledgment of receipt of the Notice To Proceed and will run concurrent with the performance period of the contract.

Performance Assessment Report (PAR)

- Interim
- Final
- Addendum

Period Report: From \_\_\_\_\_ To \_\_\_\_\_

Section I	
<b>1a. Contractor:</b>	<b>2a. Contract Number:</b>
<b>Address:</b>	<b>2b. Modification Number:</b>
	<b>2c. Del/Task Order Number:</b>
	<b>2d. Initial Value (Base + Options): \$</b>
<b>Place of Performance:</b>	<b>2e. Current Value: \$</b>
<b>1b. Cage Code:</b>	<b>3a. Award Date:</b>
<b>1c. DUNS No.:</b>	<b>3b. Completion Date:</b>

Section II	
<b>4a. Contractor POC:</b>	<b>4b. Gov't Contract Specialist:</b>
<b>Name:</b>	<b>Name:</b>
<b>Position/Title:</b>	<b>Address:</b>
<b>Address:</b>	
<b>Phone No.:</b>	<b>Phone No.:</b>
<b>FAX:</b>	<b>FAX:</b>
<b>E-Mail Address:</b>	<b>E-mail Address:</b>

Section III				
<b>5. Method of Contract:</b>				
<input type="checkbox"/> Sealed Bid				
<input type="checkbox"/> Negotiated				
<b>6. Type of Contract: (Check all that apply)</b>				
<input type="checkbox"/> FFP	<input type="checkbox"/> FPR[R]	<input type="checkbox"/> CS	<input type="checkbox"/> CPFF[T]	<input type="checkbox"/> Rqmts
<input type="checkbox"/> FFP-EPA	<input type="checkbox"/> FFP-LOE	<input type="checkbox"/> CPIF	<input type="checkbox"/> Labor Hour	<input type="checkbox"/> BOA
<input type="checkbox"/> FPIF	<input type="checkbox"/> T&M	<input type="checkbox"/> CPAF	<input type="checkbox"/> ID	<input type="checkbox"/> Letter
<input type="checkbox"/> FPR[P]	<input type="checkbox"/> CR	<input type="checkbox"/> CPFF[C]	<input type="checkbox"/> IQ	<input type="checkbox"/> Other
<b>7. Socio-economic Program:</b>				
<input type="checkbox"/> SBSA	<input type="checkbox"/> 8(a)	<input type="checkbox"/> SBIR	<input type="checkbox"/> SBCDP	<input type="checkbox"/> Other
<b>8. Competition:</b>				
<input type="checkbox"/> Full and Open Competition		<input type="checkbox"/> Sole Source	<input type="checkbox"/> Other	
<b>9. Type of Supply/Services:</b>				
<input type="checkbox"/> Commercial		<input type="checkbox"/> Non-Developmental	<input type="checkbox"/> Non-Commercial	

Section IV		
<b>10. Business Sector:</b>		
<input type="checkbox"/> Space <input type="checkbox"/> Ordnance <input type="checkbox"/> Aircraft <input type="checkbox"/> Training System	<input type="checkbox"/> Ground Vehicles <input type="checkbox"/> Shipbuilding <input type="checkbox"/> Other Systems <input type="checkbox"/> Operations Support	<input type="checkbox"/> Information Technology <input type="checkbox"/> Science & Technology <input type="checkbox"/> Services <input type="checkbox"/> Health Care Services
<b>11a. FSCs:</b>		
<b>11b. SICs:</b>		
<b>12. Description of Requirement:</b>		
Section V (All business Sectors other than Systems)		
<p>The rating assigned to an element/sub-element must be supported by narrative rationale. Narratives are required for all ratings, and must clearly convey to the contractor, as well as to a Government source selection official who is not familiar with the instant contract, why the rating was assigned. This is especially important for any rating above or below "satisfactory." Narratives should be supported by quantifiable or verifiable documentation. While larger or more complex efforts warrant greater detail, the guideline for any narrative is "clear and concise."</p>		
<b>14a. Quality of Product/Service</b>		
<b>Rating: (check one)</b>  <input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory	<b>Narrative rationale:</b> _____ _____ _____ _____ _____	
<b>14b. Schedule</b>		
<b>Rating: (check one)</b>  <input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory	<b>Narrative rationale:</b> _____ _____ _____ _____ _____	

<b>14c. Cost Control</b>	
<b>Rating: (check one)</b>	<b>Narrative rationale:</b> _____
<input type="checkbox"/> <b>Exceptional</b>	_____
<input type="checkbox"/> <b>Very Good</b>	_____
<input type="checkbox"/> <b>Satisfactory</b>	_____
<input type="checkbox"/> <b>Marginal</b>	_____
<input type="checkbox"/> <b>Unsatisfactory</b>	_____
<b>14d. Business Relations</b>	
<b>Rating: (check one)</b>	<b>Narrative rationale:</b> _____
<input type="checkbox"/> <b>Exceptional</b>	_____
<input type="checkbox"/> <b>Very Good</b>	_____
<input type="checkbox"/> <b>Satisfactory</b>	_____
<input type="checkbox"/> <b>Marginal</b>	_____
<input type="checkbox"/> <b>Unsatisfactory</b>	_____
<b>14e. Management of Key Personnel</b>	
<b>Rating: (check one)</b>	<b>Narrative rationale:</b> _____
<input type="checkbox"/> <b>Exceptional</b>	_____
<input type="checkbox"/> <b>Very Good</b>	_____
<input type="checkbox"/> <b>Satisfactory</b>	_____
<input type="checkbox"/> <b>Marginal</b>	_____
<input type="checkbox"/> <b>Unsatisfactory</b>	_____
<b>14f. Other (Optional)</b>	
<b>Rating: (check one)</b>	<b>Narrative rationale:</b> _____
<input type="checkbox"/> <b>Exceptional</b>	_____
<input type="checkbox"/> <b>Very Good</b>	_____
<input type="checkbox"/> <b>Satisfactory</b>	_____
<input type="checkbox"/> <b>Marginal</b>	_____
<input type="checkbox"/> <b>Unsatisfactory</b>	_____

Section VI	
<b>15. Evaluator</b> Name: Phone: FAX: E-Mail:	<b>Signature:</b>  <b>Date Approved by Evaluator:</b>
<b>16. Contracting Officer/PM</b>	<b>Signature:</b>

<b>Name:</b> <b>Phone:</b> <b>FAX:</b> <b>E-Mail:</b>	<b>Date Approved by Evaluator:</b>
<b>17. Agency Review</b> <b>Name:</b> <b>Phone:</b> <b>FAX:</b> <b>E-Mail:</b>	<b>Signature:</b>  <b>Date Approved by Evaluator:</b>
<b>18. Contractor Review</b> <b>Name:</b> <b>Position/Title:</b> <b>Phone:</b> <b>FAX:</b> <b>E-Mail:</b>	Comments provided? <input type="checkbox"/> <b>Yes</b> <b>If YES, indicate number of</b> <input type="checkbox"/> <b>No</b> <b>pages attached ( )</b>  <b>Date of Receipt of</b> <b>Contractor Response: _____</b>
<b>19. Resolution Authority</b> <b>Name:</b> <b>Phone:</b> <b>FAX:</b> <b>E-Mail:</b>	<b>Date Referred: _____</b>  <b>Date of Resolution: _____</b>
<b>20. Source Selection Availability</b> <b>Date of Final Review: _____</b>	<b>Date PAR entered into PPIMS: _____</b>

## Section V

**Non-Systems Contracts Performance Elements:** Assess contractor performance using the following elements:

- 14a. **Quality of Product or Service** - Assess the contractor's conformance to contract requirements, specifications and standards of good workmanship (e.g., commonly accepted technical, professional, environmental, or safety and health standards).
- 14b. **Schedule** - Assess the timeliness of the contractor against the completion of the contract, task orders, milestones, delivery schedules, administrative requirements (e.g. efforts that contribute to or effect the schedule variance).
- 14c. **Cost Control** (Not required for FFP and FFP w/EPA contracts) - Assess the contractor's effectiveness in forecasting, managing and controlling contract cost.
- 14d. **Business Relations** - Assess the integration and coordination of all activity needed to execute the contract, specifically the timeliness, completeness and quality of problem identification, corrective action plans, proposal submittals, the contractor's history of reasonable and cooperative behavior, customer satisfaction, timely award and management of subcontracts, and whether the contractor met small/small disadvantaged and women-owned business participation goals.
- 14e. **Mananement of Key Personnel** (For services and information technology contracts only) -Assess the contractor's performance in selecting, retaining, supporting, and replacing, when necessary, key personnel

**\*Rating System:** use the following rating system to assess contractor performance for . **all PPI elements (14a. through 14e.):**

- (1) **Exceptional** - Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.
- (2) **Very Good** - Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.
- (3) **Satisfactory** - Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.
- (4) **Marginal** - Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.
- (5) **Unsatisfactory** - Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or subelement contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.

**The rating\* assigned to an element/sub-element must be supported by narrative rationale. Narratives are required for all ratings, and must clearly convey to the contractor, as well as to a Government source selection official who is not familiar with the instant contract, why the rating was assigned. This is especially important for any rating above or below "satisfactory." Narratives should be supported by quantifiable or verifiable documentation. While larger or more complex efforts warrant greater detail, the guideline for any narrative is "clear and concise."**

J02 MASTERSHIP AGREEMENT

Contract No.

DEPARTMENT OF DEFENSE  
DEPARTMENT OF THE ARMY  
MASTER AGREEMENT  
FOR REPAIR AND ALTERATION OF VESSELS

ISSUING OFFICE: U.S. ARMY ENGINEER DISTRICT, PHILADELPHIA  
WANAMAKER BUILDING, 100 PENN SQUARE EAST  
PHILADELPHIA, PENNSYLVANIA 19107-3390

CONTRACTOR:

ADDRESS:

PAYMENT OFFICE: U.S.A.C.E FINANCE CENTER  
5722 INTEGRITY DRIVE  
MILLINGTON, TN 38054-5005

I

Contract No.

MASTER AGREEMENT FOR REPAIR AND ALTERATION OF VESSELS

- (1) This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_, by the United States of America (the "Government") represented by \_\_\_\_\_, the Contracting Officer, and existing under the laws of the State of \_\_\_\_\_ (the "Contractor").
- (2) The clauses in this agreement shall be incorporated, by reference or attachment, in job orders issued under this agreement to effect repairs, alterations, and/or additions to vessels.
- (3) By giving 30 days written notice, either party to this agreement has the right to cancel it without affecting the rights and liabilities under any job order existing at the time of cancellation. The Contractor shall perform, under the terms of this agreement, all work covered by any job order awarded before the effective date of the cancellation.
- (4) This agreement may be modified only by mutual agreement of the parties. A modification of this agreement shall not affect any job order in existence at the time of modification, unless the parties agree otherwise.
- (5) The rights and obligations of the parties to this agreement are set forth in this agreement and the clauses of any job orders issued under this agreement. In the event there is an inconsistency between this agreement and any job order, the provisions of this agreement shall govern.
- (6) This agreement shall remain in effect until cancelled by either party.

THE UNITED STATES OF AMERICA

BY \_\_\_\_\_  
(Contracting Officer)

\_\_\_\_\_  
(Contractor)

BY \_\_\_\_\_  
(Authorized Individual)

\_\_\_\_\_

(Title)

Contract No.

CONTENTS

CLAUSE	TITLE
252.217-7003	CHANGES
252.217-7004	JOB ORDERS AND COMPENSATION
252.217-7005	INSPECTION AND MANNER OF DOING WORK
252.217-7006	TITLE
252.217-7007	PAYMENTS
252.217-7008	BONDS
252.217-7009	DEFAULT
252.217-7010	PERFORMANCE
252.217-7011	ACCESS TO VESSEL
252.217-7012	LIABILITY AND INSURANCE
252.217-7013	GUARANTEES
252.217-7014	DISCHARGE OF LIENS
252.217-7015	SAFETY AND HEALTH
252.217-7016	PLANT PROTECTION

252.217-7003 CHANGES (DEC 1991)

(a) The Contracting Officer may, at any time and without notice to the sureties, by written change order, make changes within the general scope of any job order issued under the Master Agreement in --

- (1) Drawings, designs, plans, and specifications;
- (2) Work itemized;
- (3) Place of performance of the work;
- (4) Time of commencement or completion of the work; and
- (5) Any other requirement of the job order.

(b) If a change causes an increase or decrease in the cost of, or time required for, performance of the job order, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the price or date of completion, or both, and shall modify the job order in writing.

(1) Within ten days after the Contractor receives notification of the change, the Contractor shall submit to the Contracting Officer a request for price adjustment, together with a written estimate of the increased cost.

(2) The Contracting Officer may grant an extension of this period if the Contractor requests it within the ten day period.

(3) If the circumstances justify it, the Contracting Officer may accept and grant a request for equitable adjustment at any later time prior to final payment under the job order, except that the Contractor may not receive profit on a payment under a late request.

(c) If the Contractor includes in its claim the cost of property made obsolete or excess as a result of a change, the Contracting Officer shall have the right to prescribe the manner of disposition of that property.

(d) Failure to agree to any adjustment shall be a dispute within the meaning of the Disputes clause.

(e) Nothing in this clause shall excuse the Contractor from proceeding with the job order as changed.

252-217-7004            JOB ORDERS AND COMPENSATION    (DEC 1991)

(a) The Contracting Officer shall solicit bids or proposals and make award of job orders in accordance with FAR Part 14 or 15, as applicable. The issuance of a job order signed by the Contracting Officer constitutes award. The job order shall incorporate the terms and conditions of the Master Agreement.

(b) Whenever the Contracting Officer determines that a vessel, its cargo or stores, would be endangered by delay, or whenever the Contracting Officer determines that military necessity requires that immediate work on a vessel is necessary, the Contracting Officer may issue a written order to perform that work and the Contractor hereby agrees to comply with that order and to perform work on such vessel within its capabilities.

(1) As soon as practicable after the issuance of the order, the Contracting Officer and the Contractor shall negotiate a price for the work and the Contracting Officer shall issue a job order covering the work.

(2) The Contractor shall, upon request, furnish the Contracting Officer with a breakdown of costs incurred by the Contractor and an estimate of costs expected to be incurred in the performance of the work. The Contractor shall maintain, and make available for inspection by the Contracting Officer or the Contracting Officer's representative, records supporting the cost of performing the work.

(3) Failure of the parties to agree upon the price of the work shall constitute a dispute within the meaning of the Disputes clause of the Master Agreement. In the meantime, the Contractor shall diligently proceed to perform the work ordered.

(c) (1) If the nature of any repairs is such that their extent and probable cost cannot be ascertained readily, the Contracting Officer may issue a job order (on a sealed bid or negotiated basis) to determine the nature and extent of required repairs.

(2) Upon determination by the Contracting Officer of what work is necessary, the Contractor, if requested by the Contracting Officer, shall negotiate prices for performance of that work. The prices agreed upon shall be set forth in a modification of the job order.

(3) Failure of the parties to agree upon the price shall constitute a dispute under the Disputes clause. In the meantime, the Contractor shall diligently proceed to perform the work ordered.

252.217-7005

INSPECTION AND MANNER OF DOING WORK (JAN 1997)

(a) The Contractor shall perform work in accordance with the job order, any drawings and specifications made a part of the job order, and any change or modification issued under the Changes clause of the Master Agreement.

(b) (1) Except as provided in paragraph (b) (2) of this clause, and unless otherwise specifically provided in the job order, all operational practices of the Contractor and all workmanship, material, equipment, and articles used in the performance of work under the Master Agreement shall be in accordance with the best commercial marine practices and the rules and requirements of the American Bureau of Shipping, the U.S. Coast Guard, and the Institute of Electrical and Electronic Engineers, in effect at the time of Contractor's submission of bid (or acceptance of the job order, if negotiated).

(2) When Navy specifications are specified in the job order, the Contractor shall follow Navy standards of material and workmanship. The solicitation shall prescribe the Navy standard whenever applicable.

(c) The Government may inspect and test all material and workmanship at any time during the Contractor's performance of the work.

(1) If, prior to delivery, the Government finds any material or workmanship is defective or not in accordance with the job order, in addition to its rights under the Guarantees clause of the Master Agreement, the Government may reject the defective or nonconforming material or workmanship and require the Contractor to correct or replace it at the Contractor's expense.

(2) If the Contractor fails to proceed promptly with the replacement or correction of the material or workmanship, the Government may replace or correct the defective or nonconforming material or workmanship and charge the Contractor the excess costs incurred.

(3) As specified in the job order, the Contractor shall provide and maintain an inspection system acceptable to the Government.

(4) The Contractor shall maintain complete records of all inspection work and shall make them available to the Government during performance of the job order and for 90 days after the completion of all work required.

(d) The Contractor shall not permit any welder to work on a vessel unless the welder is, at the time of the work, qualified to the standards established by the U.S. Coast Guard, American Bureau of Shipping, or Department of the Navy for the type of welding being performed. Qualifications of a welder shall be as specified in the job order.

(e)The Contractor shall--

(1)Exercise reasonable care to protect the vessel from fire;

(2)Maintain a reasonable system of inspection over activities taking place in the vicinity of the vessel's magazines, fuel oil tanks, or storerooms containing flammable materials;

(3)Maintain a reasonable number of hose lines ready for immediate use on the vessel at all times while the vessel is berthed alongside the Contractor's pier or in dry dock or on a marine railway;

(4)Unless otherwise provided in a job order, provide sufficient security patrols to reasonably maintain a fire watch for protection of the vessel when it is in the Contractor's custody;

(5)To the extent necessary, clean, wash, and steam out or otherwise make safe, all tanks under alteration or repair;

(6)Furnish the Contracting Officer or designated representative with a "gas-free" or "safe-for-hotwork" certificate , provided by a Marine Chemist or Coast Guard authorized person in accordance with Occupational Safety and Health Administration regulations (29 CFR 1915.14) before any hot work is done on a tank;

(7)Treat the contents of any tank as Government property in accordance with the Government Property (Fixed-Price Contracts) clause; and

(8)Dispose of the contents of any tank only at the direction, or with the concurrence, of the Contracting Officer.

(f)Except as otherwise provided in the job order, when the vessel is in the custody of the Contractor or in dry dock or on a marine railway and the temperature is expected to go as low as 35o F, the Contractor shall take all necessary steps to--

(1)Keep all hose pipe lines, fixtures, traps, tanks, and other receptacles on the vessel from freezing; and

(2)Protect the stern tube and propeller hubs from frost damage.

(g)The Contractor shall, whenever practicable--

(1)Perform the required work in a manner that will not interfere with the berthing and messing of Government personnel attached to the vessel; and

(2)Provide Government personnel attached to the vessel access to the vessel at all times.

(h)Government personnel attached to the vessel shall not interfere with the Contractor's work or workers.

(i) (1) The Government does not guarantee the correctness of the dimensions, sizes, and shapes set forth in any job order, sketches, drawings, plans, or specifications prepared or furnished by the Government, unless the job order requires that the Contractor perform the work prior to any opportunity to inspect.

(2) Except as stated in paragraph (i) (1) of this clause, and other than those parts furnished by the Government, the Contractor shall be responsible for the correctness of the dimensions, sizes, and shapes of parts furnished under this agreement.

(j) The Contractor shall at all times keep the site of the work on the vessel free from accumulation of waste material or rubbish caused by its employees or the work. At the completion of the work, unless the job order specifies otherwise, the Contractor shall remove all rubbish from the site of the work and leave the immediate vicinity of the work area "broom clean."

252.217-7006 TITLE (DEC 1991)

(a) Unless otherwise provided, title to all materials and equipment to be incorporated in a vessel in the performance of a job order shall vest in the Government upon delivery at the location specified for the performance of the work.

(b) Upon completion of the job order, or with the approval of the Contracting Officer during performance of the job order, all Contractor-furnished materials and equipment not incorporated in, or placed on, any vessel, shall become the property of the Contractor, unless the Government has reimbursed the Contractor for the cost of the materials and equipment.

(c) The vessel, its equipment, movable stores, cargo, or other ship's materials shall not be considered Government-furnished property.

252.217-7007 PAYMENTS (DEC 1991)

(a) "Progress payments", as used in this clause, means payments made before completion of work in progress under a job order.

(b) Upon submission by the Contractor of invoices in the form and number of copies directed by the Contracting Officer, and as approved by the Contracting Officer, the Government will make progress payments as work progresses under the job order.

(1) Generally, the Contractor may submit invoices on a semi-monthly basis, unless expenditures justify a more frequent submission.

(2) The Government need not make progress payments for invoices aggregating less than \$5,000.

(3) The Contracting Officer shall approve progress payments based on the value, computed on the price of the job order, of labor and materials incorporated in the work, materials suitably stored at the site of the work, and preparatory work completed, less the aggregate of any previous payments.

(4) Upon request, the Contractor will furnish the Contracting Officer any reports concerning expenditures on the work to date that the Contracting Officer may require.

(c) The Government will retain until final completion and acceptance of all work covered by the job order, an amount estimated or approved by the Contracting Officer under paragraph (b) of this clause. The amount retained will be in accordance with the rate authorized by Congress for Naval vessel repair contracts at the time of job order award.

(d) The Contracting Officer may direct that progress payments be based on the price of the job order as adjusted as a result of change orders under the Changes clause of the Master Agreement. If the Contracting Officer does not so direct --

(1) Payments of any increases shall be made from time to time after the amount of the increase is determined under the Changes clause of the Master Agreement; and

(2) Reductions resulting from decreases shall be made for the purposes of subsequent progress payments as soon as the amounts are determined under the Changes clause of the Master Agreement.

(e) Upon completion of the work under a job order and final inspection and acceptance, and upon submission of invoices in such form and with such copies as the Contracting Officer may prescribe, the Contractor shall be paid for the price of the job order, as adjusted pursuant to the Changes clause of the Master Agreement, less any performance reserves deemed necessary by the Contracting Officer, and less the amount of any previous payments.

(f) All materials, equipment, or any other property or work in process covered by the progress payments made by the Government, upon the making of those progress payments, shall become the sole property of the Government, and are subject to the provisions of the Title clause of the Master Agreement.

252.217-7008 BONDS (DEC 1991)

(a) If the solicitation requires an offeror to submit a bid bond, the Offeror may furnish, instead, an annual bid bond (or evidence thereof) or an annual performance and payment bond (or evidence thereof).

(b) If the solicitation does not require a bid bond, the Offeror shall not include in the price any contingency to cover the premium of such a bond.

(c) Even if the solicitation does not require bonds, the Contracting Officer may nevertheless require a performance and payment bond, in form, amount, and with a surety acceptable to the Contracting Officer. Where performance and payment bond is required, the offer price shall be increased upon the award of the job order in an amount not to exceed the premium of a corporate surety bond.

(d) If any surety upon any bond furnished in connection with a job order under this agreement fails to submit requested reports as to its financial condition or otherwise becomes unacceptable to the Government, the Contracting Officer may require the Contractor to furnish whatever additional security the Contracting Officer determines necessary to protect the interests of the Government and of persons supplying labor or materials in the performance of the work contemplated under the Master Agreement.

252.217-7009 DEFAULT (DEC 1991)

(a) The Government may, subject to the provisions of paragraph (b) of this clause, by written notice of default to the Contractor, terminate the whole or any part of a job order if the Contractor fails to --

(1) Make delivery of the supplies or to perform the services within the time specified in a job order or any extension;

(2) Make progress, so as to endanger performance of the job order; or

(3) Perform any of the other provisions of this agreement or a job order.

(b) Except for defaults of subcontractors, the Contractor shall not be liable for any excess costs if failure to perform the job order arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

(c) If the Contractor's failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to perform the job order within the time specified.

(d) If the Government terminates the job order in whole or in part as provided in paragraph (a) of this clause --

(1) The Government may, upon such terms and in such manner as the Contracting Officer may deem appropriate, arrange for the completion of the work so terminated, at such plant or plants, including that of the Contractor, as may be designated by the Contracting Officer.

(i) The Contractor shall continue the performance of the job order to the extent not terminated under the provisions of this clause.

(ii) If the work is to be completed at the plant, the Government may use all tools, machinery, facilities, and equipment of the Contractor determined by the Contracting Office to be necessary for that purpose.

(iii) If the cost to the Government of the work procured or completed (after adjusting such cost to exclude the effect of changes in the plans and specifications made subsequent to the date of termination) exceeds the price fixed for work under the job order (after adjusting such price on account of changes in the plans and specifications made before the date of termination), the Contractor, or the Contractor's surety, if any, shall be liable for such excess.

(2) The Government, in addition to any other rights provided in this clause, may require the Contractor to transfer title and delivery to the Government, in the manner and to the extent directed by the Contracting Officer, any completed supplies and such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information and contract rights (hereinafter called "manufacturing materials") as the Contractor has specifically produced or specifically acquired for the performance of the terminated part of the job order.

(i) The Contractor shall, upon direction of the Contracting Officer, protect and preserve property in possession of the Contractor in which the Government has an interest.

(ii) The Government shall pay to the Contractor the job order price for completed items of work delivered to and accepted by the Government, and the amount agreed upon by the Contractor and the Contracting Officer for manufacturing materials delivered to and accepted by the Government, and for the protection and preservation of property. Failure to agree shall be a dispute concerning a question of fact within the meaning of the Disputes clause.

(e) If, after notice of termination of the job order, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued for the convenience of the Government.

(f) If the Contractor fails to complete the performance of a job order within the time specified, or any extension, the actual damage to the Government for the delay will be difficult or impossible to determine.

(1) In lieu of actual damage, the Contractor shall pay to the Government as fixed, agreed, and liquidated damages for each calendar day of delay the amount, if any, set forth in the job order (prorated to the nearest hour for fractional days).

(2) If the Government terminates the job order, the Contractor shall be liable, in addition to the excess costs provided in paragraph (d) of this clause, for liquidated damages accruing until such time as the Government may reasonably obtain completion of the work.

(3) The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor. Subject to the provisions of the Disputes clause of the Master Agreement, the Contracting Officer shall ascertain the facts and the extent of the delay and shall extend the time for performance when in the judgment of the Contracting Officer, the findings of fact justify an extension.

(g) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law under this agreement.

252.217-7010 PERFORMANCE (DEC 1991)

(a) Upon the award of a job order, the Contractor shall promptly start the work specified and shall diligently prosecute the work to completion. The Contractor shall not start work until the job order has been awarded except in the case of emergency work ordered by the Contracting Officer under the Job Orders and Compensation clause of the Master Agreement.

(b) The Government shall deliver the vessel described in the job order at the time and location specified in the job order. Upon completion of the work, the Government shall accept delivery of the vessel at the time and location specified in the job order.

(c) The Contractor shall, without charge and without specific requirement in a job order, --

(1) Make available at the plant to personnel of the vessel while in dry dock or on a marine railway, sanitary lavatory and similar facilities acceptable to the Contracting Officer;

(2) Supply and maintain suitable brows and gangways from the pier, dry dock, or marine railway to the vessel;

(3) Treat salvage, scrap or other ship's material of the Government resulting from performance of the work as items of Government-furnished property, in accordance with the Government Property (Fixed Price Contracts) clause;

(4) Perform, or pay the cost of, any repair, reconditioning or replacement made necessary as the result of the use by the Contractor of any of the vessel's machinery, equipment or fittings, including, but not limited to, winches, pumps, rigging, or pipe lines; and

(5) Furnish suitable offices, office equipment and telephones at or near the site of the work for the Government's use.

(d) The job order will state whether dock and sea trials are required to determine whether or not the Contractor has satisfactorily performed the work.

(1) If dock and sea trials are required, the vessel shall be under the control of the vessel's commander and crew.

(2) The Contractor shall not conduct dock and sea trials not specified in the job order without advance approval of the Contracting Officer. Dock and sea trials not specified in the job order shall be at the Contractor's expense and risk.

(3) The Contractor shall provide and install all fittings and appliances necessary for dock and sea trials. The Contractor shall be responsible for care, installation, and removal of instruments and apparatus furnished by the Government for use in the trials.

252.217-7011 ACCESS TO VESSEL (DEC 1991)

(a) Upon the request of the Contracting Officer, the Contractor shall grant admission to the Contractor's facilities and access to vessel, on a non-interference basis, as necessary to perform their respective responsibilities, to a reasonable number of:

(1) Government and other Government contractor employees (in addition to those Government employees attached to the vessel); and

(2) Representatives of offerors on other contemplated Government work.

(b) All personnel granted access shall comply with Contractor rules governing personnel at its shipyard.

252.217-7012            LIABILITY AND INSURANCE (DEC 1991)

(a) The Contractor shall exercise its best efforts to prevent accidents, injury, or damage to all employees, persons, and property, in and about the work, and to the vessel or part of the vessel upon which work is done.

(b) "Loss or damage to the vessel, materials, or equipment."

(1) Unless otherwise directed or approved in writing by the Contracting Officer, the Contractor shall not carry insurance against any form of loss or damage to the vessel(s) or to the materials or equipment to which the Government has title or which have been furnished by the Government for installation by the Contractor. The Government assumes the risks of loss of and damage to that property.

(2) The Government does not assume any risk with respect to loss or damage compensated for by insurance or otherwise or resulting from risks with respect to which the Contractor has failed to maintain insurance, if available, as required or approved by the Contracting Officer.

(3) The Government does not assume risk of and will not pay for any costs of the following:

(i) Inspection, repair, replacement, or renewal of any defects in the vessel(s) or material and equipment due to --

(A) Defective workmanship performed by the Contractor or its subcontractors;

(B) Defective materials or equipment furnished by the Contractor or its subcontracts; or

(C) Workmanship, materials, or equipment which do not conform to the requirements of the contract, whether or not the defect is latent or whether or not the nonconformance is the result of negligence.

(ii) Loss, damage, liability, or expense caused by, resulting from, or incurred as a consequence of any delay or disruption, willful misconduct or lack of good faith by the Contractor or any of its representatives that have supervision or direction of --

(A) All or substantially all of the Contractor's business; or

(B) All or substantially all of the Contractor's operation at any one plant.

(4) As to any risk that is assumed by the Government, the Government shall be subrogated to any claim, demand or cause of action against third parties that exists in favor of the Contractor. If required by the Contracting Officer, the Contractor shall execute a formal assignment or transfer of the claim, demand, or cause of action.

(5) No party other than the Contractor shall have any right to proceed directly against the Government or join the Government as a co-defendant in any action.

(6) Notwithstanding the foregoing, the Contractor shall bear the first \$5,000 of loss or damage from each occurrence or incident, the risk of which the Government would have assumed under the provisions of this paragraph (b).

(c) "Indemnification." The Contractor indemnifies the Government and the vessel and its owners against all claims, demands, or causes of action to which the Government, the vessel or its owner(s) might be subject as a result of damage or injury (including death) to the property or person of anyone other than the Government or its employees, or the vessel or its owner, arising in whole or in part from the negligence or other wrongful act of the Contractor or its agents or employees, or any subcontractor, or its agents or employees.

(1) The Contractor's obligation to indemnify under this paragraph shall not exceed the sum of \$300,000 as a consequence of any single occurrence with respect to any one vessel.

(2) The indemnity includes, without limitation, suits, actions, claims, costs, or demands of any kind, resulting from death, personal injury, or property damage occurring during the period of performance of work on the vessel or within 90 days after redelivery of the vessel. For any claim, etc., made after 90 days, the rights of the parties shall be as determined by other provisions of this agreement and by law. The indemnity does apply to death occurring after 90 days where the injury was received during the period covered by the indemnity.

(d) "Insurance."

(1) The Contractor shall, at its own expense, obtain and maintain the following insurance --

(i) Casualty, accident, and liability insurance, as approved by the Contracting Officer, insuring the performance of its obligations under paragraph (c) of this clause.

(ii) Workers Compensation Insurance (or its equivalent) covering the employees engaged on the work.

(2) The Contractor shall ensure that all subcontractors engaged on the work obtain and maintain the insurance required in paragraph (d)(1) of this clause.

(3) Upon request of the Contracting Officer, the Contractor shall provide evidence of the insurance required by paragraph (d) of this clause.

(e) The Contractor shall not make any allowance in the job order price for the inclusion of any premium expense or charge for any reserve made on account of self-insurance for coverage against any risk assumed by the Government under this clause.

(f) The Contractor shall give the Contracting Officer written notice as soon as practicable after the occurrence of a loss or damage for which the Government has assumed the risk.

(1) The notice shall contain full details of the loss or damage.

(2) If a claim or suit is later filed against the Contractor as a result of the event, the Contractor shall immediately deliver to the Government every demand, notice, summons, or other process received by the Contractor or its employees or representatives.

(3) The Contractor shall cooperate with the Government and, upon request, shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses, and in the conduct of suits. The Government shall reimburse the Contractor for expenses incurred in this effort, other than the cost of maintaining the Contractor's usual organization.

(4) The Contractor shall not, except at its own expense, voluntarily make any payment, assume any obligation, or incur any expense other than what would be imperative for the protection of the vessel(s) at the time of the event.

(g) In the event of loss of or damage to any vessel(s), material, or equipment which may result in a claim against the Government under the insurance provisions of this contract, the Contractor shall promptly notify the Contracting Officer of the loss or damage. The Contracting Officer may, without prejudice to any other right of the Government, either --

(1) Order the Contractor to proceed with replacement or repair, in which event the Contractor shall effect the replacement or repair;

(i) The Contractor shall submit to the Contracting Officer a request for reimbursement of the cost of the replacement or repair together with whatever supporting documentation the Contracting Officer may reasonably require, and shall identify the request as being submitted under the Insurance clause of the agreement.

(ii) If the Government determines that the risk of the loss or damage is within the scope of the risks assumed by the Government under this clause, the Government will reimburse the Contractor for the reasonable, allowable cost of the replacement or repair, plus a reasonable profit (if the work or replacement or repair was performed by the Contractor) less the deductible amount specified in paragraph (b) of this clause.

(iii) Payments by the Government to the Contractor under this clause are outside the scope of and shall not affect the pricing structure of the contract, and are additional to the compensation otherwise payable to the Contractor under this contract; or

(2) In the event the Contracting Officer decides that the loss or damage shall not be replaced or repaired, the Contracting Officer shall --

(i) Modify the contract appropriately, consistent with the reduced requirements reflected by the unreplaced or unrepaired loss or damage; or

(ii) Terminate the repair of any part or all of the vessel(s) under the Termination for Convenience of the Government clause of this agreement.

252.217-7013            GUARANTEES (DEC 1991)

(a) In the event any work performed or materials furnished by the contractor under the Master Agreement prove defective or deficient within 90 days from the date of redelivery of the vessel(s), the Contractor, as directed by the Contracting Officer and at its own expense, shall correct and repair the deficiency to the satisfaction of the Contracting Officer.

(b) If the Contractor or any subcontractor has a guarantee for work performed or materials furnished that exceeds the 90 day period, the Government shall be entitled to rely upon the longer guarantee until its expiration.

(c) With respect to any individual work item identified as incomplete at the time of redelivery of the vessel(s), the guarantee period shall run from the date the item is completed.

(d) If practicable, the Government shall give the Contractor an opportunity to correct the deficiency.

(1) If the Contracting Officer determines it is not practicable or is otherwise not advisable to return the vessel(s) to the Contractor, or the Contractor fails to proceed with the repairs promptly, the Contracting Officer may direct that the repairs be performed elsewhere, at the Contractor's expense.

(2) If correction and repairs are performed by other than the Contractor, the Contracting Officer may discharge the Contractor's liability by making an equitable deduction in the price of the job order.

(e) The Contractor's liability shall extend for an additional 90 day guarantee period on those defects or deficiencies that the Contractor corrected.

(f) At the option of the Contracting Officer, defects and deficiencies may be left uncorrected. In that event, the Contractor and Contracting Officer shall negotiate an equitable reduction in the job price. Failure to agree upon an equitable reduction shall constitute a dispute under the Disputes clause of this agreement.

252.217-7014 DISCHARGE OF LIENS (DEC 1991)

(a) The Contractor shall immediately discharge, or cause to be discharged, any lien or right in rem of any kind, other than in favor of the Government, that exists or arises in connection with work done or material furnished under any job order under this agreement.

(b) If any lien or right "in rem" is not immediately discharged, the Government, at the expense of the Contractor, may discharge, or cause to be discharged, the lien or right.

252.217-7015 SAFETY AND HEALTH (DEC 1991)

Nothing contained in the Master Agreement or any job order shall relieve the Contractor of any obligations it may have to comply with --

(a) The Occupational Safety and Health Act of 1970 (29 U.S.C. 651, et seq.);

(b) The Safety and Health Regulations for Ship Repairing (29 CFR part 1915);  
or

(c) Any other applicable Federal, State, and local laws, codes, ordinances, and regulations.

252.217-7016 PLANT PROTECTION (DEC 1991)

(a) The Contractor shall provide, for the plant and work in process, reasonable safeguards against all hazards, including unauthorized entry, malicious mischief, theft, vandalism, and fire.

(b) The Contractor shall also provide whatever additional safeguards are necessary to protect the plant and work in process from espionage, sabotage, and enemy action.

(1) The Government shall reimburse the Contractor for that portion of the costs of the additional safeguards that is allocable to the contract in the same manner as if the Contracting Officer had issued a change order for the additional safeguards.

(2) The costs reimbursed shall not include any overhead allowance, unless the overhead is incident to the construction or installation of necessary security devices or equipment.

(c) Upon payment by the Government of the cost of any device or equipment required or approved under paragraph

(b) of this clause, title shall vest in the Government.

(1) The Contractor shall comply with the instructions of the Contracting Officer concerning its identification and disposition.

(2) No such device or equipment shall become a fixture as a result of its being affixed to realty not owned by the Government.

J03 REFERENCE DRAWINGS

The following drawings shall form a part of this solicitation.

<u>Drawings No.</u>	<u>Title</u>	<u>Format</u>
550-D205-01	Outboard Profile	.CAL roster
550-C215-01	General Arrangement	.CAL roster

**PART IV - REPRESENTATIONS AND INSTRUCTIONS - SECTION L**  
**INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

**INDEX**

CLAUSE	PAGE
L001 GENERAL . . . . .	2
L002 NOT USED . . . . .	2
L003 REQUIRED COST SUBMITTALS . . . . .	2
L004 REQUIRED MANAGEMENT SUBMITTALS . . . . .	3
L005 REQUIRED PAST PERFORMANCE AND EXPERIENCE SUBMITTALS . . . . .	4
L006 NOT USED . . . . .	4
L007 COST EVALUATION CRITERIA . . . . .	4
L008 MANAGEMENT EVALUATION CRITERIA . . . . .	5
L009 PAST PERFORMANCE AND EXPERIENCE EVALUATION CRITERIA . . . . .	6

PART IV - REPRESENTATIONS AND INSTRUCTIONS - SECTION L  
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

**L000 PROPOSAL REQUIREMENTS AND EVALUATION CRITERIA**

**L001 GENERAL**

Offerors shall submit three copies of the entire Proposal for evaluation. To be responsive, the Offerors shall address all elements, or topics, required as detailed herewith.

The Proposal shall include an index of the complete proposal to identify the content, and to assist in locating the elements, or topics, within the Proposal, page separators/tabs can be used.

Page B-1 of the Solicitation must be filled in and included with the Proposal to reflect the offered price. This page is the Cost Proposal, and must be separate, or separable, from the rest of the Proposal, to allow review by Government technical representatives without influence of cost. Cost information shall only be displayed on page B-1 and shall not be included anywhere else within the Proposal.

The Offerors are advised that each Proposal submitted must be complete, and shall be in the format required with information organized as specified. This is necessary to facilitate and expedite an effective review.

Proposals shall not include options within the Proposal. Each Proposal must be clear as to the services and features to be furnished or utilized without contingency. This will facilitate a fair and equitable review and evaluation. The Offerors, however, may send in more than one complete Proposal to propose alternative approaches.

**L002 NOT USED**

**L003 REQUIRED COST SUBMITTALS**

A price for the individual contract line items and for the entire job shall be provided with each Proposal, for the work outlined in the RFP, by filling in page B-1 of this Solicitation. Note that page B-1 must be returned with the Proposal in separate, or be separable from the rest of the Proposal.

**L004 REQUIRED MANAGEMENT SUBMITTALS**

As a minimum, the information listed below shall be included in each Proposal submitted. Additional data, which would serve to clarify the Proposal, should also be submitted. Any other information deemed necessary by the Contracting Officer for a clear understanding of the Proposal shall be furnished upon request.

The following lists the topics related to the Contractor's Management performance capability that must be addressed in narrative form. Sketches and/or other visual methods to convey the information are encouraged. Each topic shall be addressed to the degree necessary to provide Government reviewers with a clear understanding of what will be provided. It is the Government's expectation that the level of information requested would be typically found in sales and promotional literature. It is not the intension of the Government for this to be an onerous task.

**1. OFFEROR ORGANIZATION**

The Offeror shall provide a clear identification of his organization including:

- Name and type of company
- Brief history of company
- Principal ownership, subsidiaries, and corporate affiliations
- Engineering capabilities
- Production/repair capabilities

**2. OFFEROR FACILITIES AND EQUIPMENT**

The Offeror shall furnish a description of the facilities and major equipment available and planned to be used on this project. Vessel berthing and shop facilities shall be clearly identified and briefly described. Include information on dockside mooring space, channel soundings, crane service availability and capacities, shore power and fire protection.

**3. VESSEL SAFETY & SECURITY**

The Offeror shall demonstrate his ability to safely accommodate a vessel of this size and configuration to maintain security of the vessel. The Offeror shall provide a narrative explaining where the vessel will be moored during the repairs. The narrative shall also substantiate that the location will provide adequate security to protect the vessel from casualty or vandalism.

4. ABILITY TO RETURN THE CRANE FOR EMERGENCY OPERATIONS

The Offeror shall provide a narrative of his ability to return the crane to the Government on an emergency basis with full operating capabilities to respond to critical missions in support of the USACE navigation mission. The Offeror shall identify the proposed waterborne route, distance, and estimated transit time from the Offeror's facility to the homeport of the vessel, Louisville Repair Station – Mile 606 Ohio River.

5. FINANCIAL CONDITION

Describe why the Government should be confident that this project would be successfully completed from standpoint of the financial health and resources of the organization.

**L005 REQUIRED PAST PERFORMANCE AND EXPERIENCE SUBMITTALS**

The Offeror shall provide a discussion of his Past Performance, making reference to his rating in formalized Government or customer surveys as applicable. If applicable, list any Contract that was terminated for the convenience of the Government within the past three years and any Contract that was terminated for default within the last five years. Explain the circumstances. If none, please state so.

The Offeror shall also provide a discussion of his Experience on similar type of work over the past two years, indicating a list of customers

**L006 NOT USED**

**L007 COST EVALUATION CRITERIA**

Listed below in descending order of importance, are the Cost Evaluation Factors for Award criteria identified in Specification Section M. After each is a description of the evaluation criteria. Refer to Section M for the relationship between technical, cost and management items.

Item 1 is more significant than Item 2.

1. "Cost Reasonableness." Reasonableness as used here means the competitiveness of the Offeror's proposal considering the most probable cost of doing business with the Offeror, based on the merits of the technical and management proposals.
2. "Cost Realism." Cost realism as used here means an assessment that the Offeror has proposed sufficient resources to successfully perform the work.

**L008 MANAGEMENT EVALUATION CRITERIA**

Listed below, in descending order of importance, are the Management Evaluation Factors for Award criteria identified in Specification Section M. After each is a description of the evaluation criteria. Refer to Section M for the relationship between management, cost, and past performance items. Offerors should note that the management portion of each proposal will be weighted more heavily than the cost portion. Cost is, however, a significant factor.

Items 1, 2, & 3 are the most significant and are equal to each other. Items 4 and 5 are of lesser significance, but are equal to each other

1. "Vessel Safety and Security". This element is defined as the ability of the Offeror to safely and securely berth the vessel during the repair availabilities. Specifically, the adequacy of the facility to accommodate the size of the vessel and the magnitude of the scope of work will be evaluated.
2. "Ability To Return The Crane To Emergency Operation". The Government has identified 48 hours as the maximum desired response time to return the crane to emergency operation. Response time is defined as the time from when the contractor is notified by the Contracting Officer of an emergency need for the vessel to when the vessel is returned to the Louisville Repair Station. In this instance, the ability of the Offeror to return the vessel to the Government in a timelier manner will result in greater consideration. Conversely, Offerors with a response time greater than the desired time indicated will receive lesser consideration.
3. "Technical/Production Capability of Organization." Technical capability of organization as used here means the technical/production capability of Offeror's staff.
4. "Organizational Resources." Organizational resources as used here means the availability of resources to the Offeror. This includes staff, facilities, equipment, engineering, software, etc. that would enable the Offeror to execute this contract. Offerors proposing an approach to the job that minimizes the Government's risk and administrative effort, such a centralized facility, which includes onsite resources such as contract administration, production personnel, engineering staff, shops, and warehousing will be given greater consideration.
5. "Financial Risk." Financial risk as used here means an assessment of the risk that the project will be completed from a financial resources standpoint.

**L009 PAST PERFORMANCE AND EXPERIENCE EVALUATION CRITERIA**

Identified below are the criteria that will be considered for the evaluation of the Offeror's past performance. Refer to Section M for the relationship between the technical, cost, management and past performance items.

Past performance as used here means the Offeror's performance record within the past three years.

## **PART IV - REPRESENTATIONS AND INSTRUCTIONS - SECTION M - EVALUATION FACTORS FOR AWARD**

The Government's intent is to award a contract on the basis of "Best Value". The Government will award a contract resulting from this Solicitation to the responsible Offeror whose offer, conforming to the Solicitation, will be most advantageous to the Government. Cost or price and other factors to be considered are identified in this Section. The Government reserves the right to award the contract to the Offeror whose proposal is not the lowest in price.

Attention is directed to Section L, "Instructions, Conditions, and Notices to Offerors", which contains the specific proposal requirements pursuant to this Solicitation.

Offerors are advised that each proposal submitted shall be complete and in the format required, with information organized as specified in Section L. Furthermore, each proposal shall be compatible with Section C - Description/Specification/Work Statement.

The proposals will be evaluated against the evaluation factors listed below. Specific discussion of these factors, their subfactors, and the proposal submittal requirements and elements are listed and defined in Section L. The award will be made on the basis of these following factors in descending order of importance. Although ranked in relative order, all factors are significant.

1. Management
2. Cost
3. Past performance and Experience

The Government may award a contract on the basis of initial offers received without discussions. Therefore, each initial offer should contain the Offeror's best terms from a technical and price standpoint.